

The following must be completed in full before an application for rental of the Okanagan Motosport Rentals Inc. equipment will be accepted by Okanagan Motosport Rentals Inc.

RELEASE AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING
IT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES

TO: OKANAGAN MOTOSPORT RENTALS INC.

FROM: _____ (The Applicant)

Address: _____

City/Town: _____ Prov./State: _____

Country: _____ Postal/Zip Code: _____

BACKGROUND

- A. I am aware that Okanagan Motosport Rentals Inc. carries on business in the rental of motorcycles, all-terrain vehicles, snowmobiles, canoes, paddle boats, kayaks, water skis, wakeboards, towing tubes, knee boards, personal watercrafts, and/or power boats (the "Motor Sport Equipment") to the members of the public.
- B. I am also aware of the use of the Motor Sport Equipment and Motor Sport activity in general involves inherent risks, dangers and hazards, including, but not limited to, mechanical failure, excessive speed, operator inexperience, unknown and unpredictable water or terrain patterns, variable weather conditions, Motor Sport Equipment "roll-over", collision and/or impact with other persons and/or objects and the unavailability or delay of rescue and medical treatment and
- C. I am _____ years of age. Birth Date: D ____ M ____ Y ____ D/L# _____
PLEASE SHOW OKANAGAN MOTOSPORT RENTALS INC. EMPLOYEE YOUR DRIVERS LICENCE

In consideration of Okanagan Motosport Rentals Inc. renting the Motor Sport Equipment to me, I, AGREE FOR MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS AS FOLLOWS:

1. To:
 - a. Assume and accept all risks, dangers and hazards in connection with my use, care or control of the Motor Sport Equipment;
 - b. Waive any and all claims I may have now and in the future have against, and release from all liabilities and agree not to sue, OkanaganMotosport Rentals Inc. and it's servants, agents, or employees for any personal injury, death, property damage or loss sustained by me as a result of my use, care or control of the Motor Sport Equipment due to any cause whatsoever, including negligence on the part of Okanagan Motosport Rentals Inc., it's servants, agents, or employees; and
 - c. Hold harmless and indemnify Okanagan Motosport Rentals Inc. it's servants, agents or employees from any and all liabilities for property damage, personal injury or death suffered by myself or by a 3rd party as a result of my use, care or control of the Motor Sport Equipment.
2. Okanagan Motosport Rentals Inc. has the right to terminate my use of the Motor Sport Equipment at any time without refund if, in the sole opinion of Okanagan Motosport Rentals Inc., my use, care or control thereof poses a threat to the safety of myself or others.
3. In entering into this agreement I am not relying on any oral or written representation or statements made by Okanagan Motosport Rentals Inc. or it's servants, agents or employees with respect to the safety of the Motor Sport Equipment or motor activity in general other than what is set forth in this agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM AFFECTING THE LEGAL RIGHTS AND LIABILITIES OF MYSELF AND MY EXECUTORS, ADMINISTRATORS AND ASSIGNS AGAINST OKANAGAN MOTOSPORT RENTALS INC.

Print Name _____ Dated at Kelowna, BC, on _____

Signature _____ Witness _____

I accept full responsibility for the following minors (Full Name/DOB) _____

Signature of parent or guardian of minors _____