

Staff: _____ Rental pick up date: _____ Return Date: _____

NAME: _____ PHONE #: _____

EMAIL (Receive updates and offers from Fresh Air): _____

AWARENESS AND ASSUMPTION OF RISK

I am aware that roller skiing, skating, and/or cross country skiing involve risks including risk of personal injury, death, property damage, expense and related loss, including loss of income. Included in these risks are negligence on the part of fresh Air Experience inc., its directors, officers, staff and volunteers.

I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income.

Please sign that you have read the above: **X** _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Fresh Air Experience Inc. providing rental equipment, I agree:

1. To waive any and all claims that I may have in future against Fresh Air Experience Inc. and others.
2. To release Fresh Air Experience Inc. and others from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of my renting equipment from Fresh Air Experience Inc. due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care.
3. To hold harmless and indemnify Fresh Air Experience Inc. and others from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in this activity.
4. That this agreement is binding on not only myself but my next of kin, heirs, executors, administrators and assigns.

I have read this agreement and understand it. I am aware that by signing this document I am waiving certain rights which I or my next of kin, heirs, executors, administrators and assigns may have against Fresh Air Experience Inc. and others.

X _____ **Date:** _____

Signature of applicant

To be completed by Fresh Air Experience Staff

Classsic or Skate Ski Length: _____ Ski #: _____ Boot Size: _____ Pole Length: _____

Notes: _____

A customer returning skis with any non-pre-existing damage to will be charged an additional fee for repair or replacement. This charge is estimated based on the amount of damage incurred and is minimally a 10\$ fee. This also applies to poles and boots that are subject to damage. All skis must be checked over at rental pick up to ensure that any pre-existing damage identified and noted.

I agree that the skis are in the condition as marked above **X** _____

(PRINT NAME IF DIFFERENT THAN ABOVE)