

Please read this liability and indemnification waiver ("Agreement") carefully before renting camping equipment from The Wild Life Rentals ("Rental Company"). This Agreement outlines the terms and conditions under which you, the renter, agree to rent and use the camping equipment provided by the Rental Company. By signing this Agreement, you acknowledge and accept all terms and conditions stated herein.

#### Assumption of Risk:

1. You understand and acknowledge that camping and outdoor activities involve inherent risks and dangers, including but not limited to:

- a) Potential injury or death arising from accidents, falls, wildlife encounters, weather conditions, and natural hazards.
- b) Risks associated with using camping equipment, including tents, sleeping bags, cookware, and other gear.
- c) Exposure to environmental elements such as rain, wind, extreme temperatures, and rough terrain.
- d) Risks associated with handling fire, sharp objects, or other potentially hazardous items.

You voluntarily assume all such risks and agree to use the rented camping equipment at your own risk.

#### Rental Responsibility:

2. You agree to exercise due care and responsibility while using the rented camping equipment from the Rental Company. This includes, but is not limited to:

- a) Following all manufacturer's instructions, guidelines, and safety recommendations for the use of the camping equipment.
- b) Using the camping equipment in a safe and responsible manner, considering your skill level and prevailing conditions.
- c) Properly maintaining and securing the camping equipment to prevent damage, loss, or theft.
- d) Refraining from using the camping equipment in ways that exceed its intended purpose or capacity.

e) Adhering to all applicable laws, regulations, and camping guidelines while using the rented equipment.

Indemnification:

3. To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless the Rental Company, its officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of or related to:

a) Your use, misuse, or possession of the rented camping equipment.

b) Any injury to yourself or others, including property damage, that may result from your use of the camping equipment.

c) Violation of any laws, regulations, or terms outlined in this Agreement.

Release of Liability:

4. You release the Rental Company, its officers, employees, agents, and affiliates from any and all claims, liabilities, demands, actions, and causes of action arising out of or in connection with your use of the rented camping equipment from the Rental Company. This release applies to any and all claims, whether known or unknown, arising from the Rental Company's negligence or otherwise.

Damage/Loss Responsibility:

5. You agree to be responsible for any damages or loss incurred to the rented camping equipment during the rental period. You shall reimburse the Rental Company for the full cost of repair or replacement of any damaged or lost rental items, as determined by the Rental Company in its sole discretion.

Governing Law:

6. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts in Ontario.

By signing below, you acknowledge that you have read, understood, and agree to be bound by all the terms and conditions of this Agreement, including the assumption of

risks, rental responsibilities, indemnification, release of liability, and damage/loss responsibility.

Renter's Name: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Rental Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Damage/Loss and Cleaning Fee Clause:

1. The renter agrees to be responsible for any damages or loss incurred to the rented camping equipment during the rental period.
2. The renter shall reimburse the Rental Company for the full cost of repair or replacement of any damaged or lost rental items, as determined by the Rental Company in its sole discretion.
3. The renter shall promptly notify the Rental Company of any damages or loss that occur during the rental period.
4. The Rental Company reserves the right to charge the renter's credit card or pursue any other lawful means to obtain reimbursement for damages or loss of rental items.
5. The renter acknowledges that a pre-rental inspection will be conducted to assess the condition of the camping equipment. Any existing damages or issues shall be documented and noted by both parties before the rental commences. The renter will be responsible for damages or loss beyond normal wear and tear.
6. The renter shall not make any alterations or modifications to the rented camping equipment without the express written consent of the Rental Company.
7. The renter shall use the rented camping equipment in a manner consistent with its intended purpose and in accordance with all applicable laws, regulations, and safety guidelines.
8. In the event of theft or loss of the rented camping equipment, the renter shall report the incident to the Rental Company and the appropriate authorities immediately. The renter will be responsible for all costs associated with the theft or loss, including the replacement value of the rented items.

9. The renter agrees to return the rented camping equipment in a clean and orderly condition. Failure to do so will result in a cleaning fee of \$50, which will be charged to the renter's credit card.

By signing below, the renter acknowledges and agrees to the terms of this Damage/Loss and Cleaning Fee Clause, assuming full responsibility for any damages, loss of rental items, and the cleaning fee.

Renter's Name: \_\_\_\_\_

Renter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Rental Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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