

Rural River Rentals Ltd. Moonbike Rental Agreement and Waiver of Liability

This agreement is entered into between Rural River Rentals Ltd. aka Rural Rivers, hereinafter referred to as the "Provider," and the undersigned individual, hereinafter referred to as the "Renter."

(Please initial lines beside each numbered item)

___ **1. Rental Period:** Rural River Rentals Ltd. agrees to rent Moonbikes, electric snowbikes, to the Renter for the specified rental period outlined upon booking and any further communication.

___ **2. Assumption of Risk:** Renter acknowledges that riding electric snowbikes, or Moonbikes, involves inherent risks and dangers, including but not limited to the following:

- A. **Terrain Conditions:** Riding on snow and varied surfaces may result in slips, falls, and collisions. Forest trails carry the risk of loose branches, shrubs, trees and similar objects.
- B. **Risk of Crash:** Operation of Moonbikes carries the inherent risk of accidents or crashes, which may cause injury or damage to property.
- C. **Weather Exposure:** Exposure to cold temperatures, wind, and precipitation can lead to hypothermia or other weather-related conditions. Snow can result in poor visibility.
- D. **Mechanical Failure:** Possibility of equipment malfunction or failure, leading to accidents or injuries.
- E. **Physical Exertion:** Riding Moonbikes requires physical effort, and overexertion may result in fatigue or injury.
- F. **Electrical Components:** Risks associated with the use of electric-powered vehicles, including battery-related issues ie. fire
- G. **Wildlife Risks:** Potential encounters with wildlife such as moose, deer, dogs, coyotes, cougars and other animals that may pose risks during outdoor activities.
- H. **Sturgeon River:** The Sturgeon River comes with extreme risks and dangers and riding on the river and bank is strictly prohibited. Violating this restriction will result in the end of your rental period with no refund.

I (Renter) acknowledge and accept the inherent risks and dangers, including but not limited to the list above.

Renter's Name: _____
(PRINT FIRST AND LAST NAME)

Renter's Signature: _____

(Please initial lines beside each numbered item)

___ **3. Equipment Condition:** Renter acknowledges that they have inspected the rented Moonbike and find it to be in good condition. Renter agrees to return the equipment in the same condition at the end of the rental period.

___ **4. Proper Use:** Renter agrees to use the rented Moonbike only for its intended purpose and in accordance with all provided instructions and guidelines - they are not to be used under the influence of drugs or alcohol.

___ **5. Payment and Refunds:** Renter agrees that all payments are final and refunds will only be issued at the discretion of Rural River Rentals.

___ **6. Lending of Rental Items:** Renter agrees not to lend, sublet, or otherwise transfer possession of the rented Moonbike to any individual who has not signed this Moonbike Rental Agreement and Waiver of Liability. The Renter acknowledges that they remain responsible for the equipment and any associated liabilities, even if the equipment is in the possession of a non-signing individual.

___ **7. Helmets Requirement:** Renter agrees that helmets must be worn at all times during the operation of the Moonbike. The Provider will provide the required helmets. Appropriate helmets brought from outside the Providers facility will be worn at your own risk.

___ **8. Property Damage Responsibility:** Renter agrees to be responsible for any damage caused to the Moonbike or any other property during the rental period. The Renter will be charged a fee for repair or replacement as determined by Rural River Rentals Ltd.

___ **9. Abiding by Posted Signs and Notifications:** Renter agrees to abide by all posted signs, notifications, and guidelines provided by Rural River Rentals Ltd. and any relevant authorities. Failure to adhere to posted signs or notifications may result in termination of the rental agreement and additional charges.

___ **10. Responsibility for Medical Costs:** Renter accepts full responsibility for any medical costs incurred as a result of the Renter's misuse, negligence, or violation of safety guidelines while operating the rented Moonbike.

I (Renter) have read and understand the numbered items above.

Renter's Signature: _____

(Please initial lines beside each numbered item)

___ **11. Waiver of Liability:** In consideration of being permitted to rent and use the Moonbike, Renter hereby releases, discharges, and agrees not to sue Rural River Rentals Ltd. and property owners for any and all liability, claims, demands, actions, or rights of action directly or indirectly arising out of the use or possession of the rented Moonbike.

___ **12. Indemnification:** Renter agrees to indemnify and hold harmless Rural River Rentals Ltd. and property owners from any and all claims, liabilities, costs, or expenses arising out of the Renter's use or possession of the rented Moonbike.

___ **13. Weather Conditions:** Renter acknowledges that weather conditions can change rapidly, and they agree to take appropriate precautions, including monitoring weather forecasts and adjusting plans accordingly.

___ **14. Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Alberta, Canada.

I have read and understood the terms of this Moonbike Rental Agreement and Waiver of Liability. I agree to abide by all terms and conditions outlined herein.

Renter's Name: _____
(PRINT FIRST AND LAST NAME)

EMERGENCY CONTACT: _____
(Name & Phone Number)

Renter's Signature: _____

Date: _____
Day / Month / Year

Rural River Rentals Ltd. 26105 Meadowview Drive, Sturgeon County, AB, T8T 0K9

By signing above, both parties acknowledge and agree to the terms and conditions outlined in this Rental Agreement and Waiver of Liability.