



## Town of Stellarton Equipment Loan Rental Agreement

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY!**

In consideration of the Town of Stellarton (TOS) permitting the individual named below (I or me) to participate in bicycling (**Activities**), and/or to rent the equipment described below (**Equipment**), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (**Agreement**).

**Rental Agreement:** I hereby agree to rent the Equipment from TOS, and to return all of the Equipment at the expiry of the rental period specified in this Agreement and any additional period(s) thereafter before delivery back to TOS's possession (collectively, the "**Rental Period**"). I shall return the Equipment to TOS in the same condition as when I received the equipment, reasonable wear and tear accepted only.

I acknowledge that I am responsible for the Equipment howsoever used by me. I understand that the Equipment is for my sole use, and that I will be responsible for any loss or injury if I lend the Equipment to others.

I acknowledge that it is my responsibility to inspect the Equipment before use, that I rely on my inspection to determine the quality and suitability for my use, and that I have had adequate opportunity to fully inspect and confirm that the Equipment is operating satisfactorily prior to signing this Agreement.

I agree that I will, at all times, use the Equipment in a careful, safe and conscientious manner and in accordance with all applicable laws and regulations. I acknowledge that the use of a helmet, properly sized, fitted and fastened, is mandatory at all times while using bicycle Equipment. I understand and acknowledge that the use of a helmet does not eliminate, and may not reduce, the risk of injury or accident.

In the event of loss or damage to the Equipment, I agree to pay replacement value thereof to TOS, should TOS elect to replace the Equipment, otherwise I shall only be required to pay fair market value for Equipment, and in the event of damage which is less than a loss or constructive loss of the Equipment, to pay for the cost of repairs.

**Assumption of Risks:** I am aware and understand that the activities and use of the equipment involve many risks, dangers, and hazards, including but not limited to the risk of serious injury, death, or property damage. I acknowledge that I am voluntarily participating in the activities and using the equipment. I freely accept and fully assume any and all of the risks, danger, and hazards involved and the possibility of injury, death, or property damage, whether caused by the negligence of TOS or otherwise.

**Waiver, Release and Indemnification:** I hereby expressly waive and release any and all claims which I have or may in the future have against TOS, and its directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Activities or my use of the Equipment, due to any cause whatsoever, including without limitation the negligence of TOS or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under applicable legislation or otherwise. I covenant not to make or bring any such claim against TNG or any other Releasee, and forever release and discharge TOS and all other Releasees from liability under such claims. I shall defend, indemnify and hold harmless TOS and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my negligence or more culpable act or omission (including any recklessness or willful misconduct) in connection with my participation in the Activities or my use of the Equipment.

**General Provisions:** This Agreement constitutes the entire agreement of TOS and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall endure to the benefit of me and my heirs and next-of-kin, and TOS and its successors and assigns. If more than one person signs this Agreement, all obligations under this Agreement will be joint and several. When the context so requires, the singular will be read as the plural and vice versa. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Nova Scotia, and I hereby consent to the exclusive jurisdiction of such courts. I agree that any electronic signatures included in this Agreement are intended to authenticate this writing and to have the same force and effect as a manual signature. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE TOS AND THE RELEASEES.**

\_\_\_\_\_  
Signed (renter)

\_\_\_\_\_  
Signed (Witness)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing above, I hereby do consent to the terms and conditions of this Agreement.