

**RENTAL and or PURCHASE, RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**

(Hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO  
SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Signature of Renter

LAST NAME:		FIRST NAME:		PHONE:	
STREET:		CITY:		STATE / PROVINCE:	POSTAL CODE / ZIP
D.L.# AND STATE / PROVINCE	DATE OUT		DATE IN		TOTAL DAYS RENTED:

**TO: ABS Avalanche Rescue Devices Inc., (called ABS), ROAM HOLDINGS, retailers and their directors, officers, employees, equipment manufacturers, successors, parent companies, affiliates and assigns, (all of whom are hereinafter referred as "the Releasees" )**

**PURCHASE and/or RENTAL AGREEMENT**

- I accept full responsibility for the care of the purchase, rental, use of equipment, handles, canister, components or equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment or replace at full retail value any Equipment damaged. It is the sole discretion of ABS Avalanche Rescue Devices Inc. to repair or replace damaged Equipment.
- I agree to return the Equipment by the agreed date. In the event the Equipment is not returned by the agreed date ABS Avalanche Rescue Devices Inc. may charge full retail value of the Equipment.
- I am familiar with the proper use of the Equipment. I understand that the rental technicians have answered questions I may have as to the proper use of the equipment. I have been instructed in how the ABS Rescue Equipment works.

I am aware of the following points related specifically to the purchase, rental, use of equipment, canister, components or of the ABS Pack.

- Despite proper use of the ABS Backpack an avalanche victim can be fully buried and trauma can occur leading to injury or death. Proper use of the ABS Backpack in no way guarantees an avalanche victim survival or injury protection.
- The ABS Backpack must be deployed by the user themselves by pulling the trigger handle located on the left hand shoulder.**
- Improper handling of the ABS Backpack and compressed gas cylinder could result in the cylinder exploding and thus represents the potential for severe injury or death.

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT and SKIING OR TRAVELING IN AVALANCHE TERRAIN.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the purchase, rental, use of equipment, handle, canister, components or of the Equipment, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, in respect of the selection, maintenance or performance of the Equipment or in respect of the provision of failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of avalanches.**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my use of the Equipment;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and

Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the Courts of that province.

I understand if I have additional questions I can contact ABS or check the ABS website. I understand I should check the ABS website regularly for any update or changes to my equipment.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of using the Equipment, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed This \_\_\_\_\_ Day of, \_\_\_\_\_, 20\_\_\_\_\_.

Witness	Signature of Renter
Print Clearly	Print Name of Renter Clearly
	Signature of Guardian if Under the Age of Majority