

SNOBEAR RENTAL AGREEMENT

The undersigned hereby agrees to pay the amounts set out below for the rental of the equipment described below:

To: **GULL HARBOUR MARINA INC. (the "Company")**
Division No. 18, Unorganized, East Part, MB R0C 2R0, Phone: (204)279-2180

Renter: _____
Address: _____
City: _____ Province.: _____ Postal Code: _____
Phone #'s: Cell: _____ Bus: _____ Home: _____
Driver's License No.: _____ Email: _____
Credit Card No: _____ Expire: ____/____

Deposit: a \$250.00 deposit will be required when booking a full day snobear adventure
A \$175 deposit will be required when booking a half day snobear adventure

- If cancelled with greater than 48 hour notice deposit is returned
- If cancelled without notice or under 48 hours the deposit is nonrefundable will be due \$250 for full day tour \$175 for half day tour Exception is if weather or ice conditions are deemed unsafe for tour to continue and tour cancelled by operator. In this case the deposit is returned to the customer.

Company agrees to rent the following SnoBear and accessories (the "Equipment"), upon the condition that Renter agrees to all the Terms and Conditions set forth below and attached (including the release of claims) and evidence of agreement with his/her signature below.

Rental Type: **SnoBear #1 or #2**

SnoBear #1	_____	Max. Capacity	_____	Hours:	_____	Fees:	_____
SnoBear #2	_____	Max. Capacity	_____	Hours:	_____	Fees:	_____

Date: _____ Time In: _____ Time Out: _____

Damage Report:	Subtotal	_____
	Less Deposit	_____
	Less Discount	_____
	Subtotal	_____
	G.S.T.	_____
Return Report:	P.S.T	_____
	Amount Due	_____

RELEASE AND INDEMNITY

(BY SIGNING THIS YOU RELEASE THE COMPANY AND GIVE UP THE RIGHT TO SUE, PLEASE READ BEFORE SIGNING)

In consideration for the Company agreeing to provide me with the rental of the Equipment, I, the undersigned, agree as follows:

1. Indemnity for Damages – That I am responsible for and will promptly reimburse the Company for any loss or damage to the Equipment, however arising, whether caused by my negligence or otherwise.

2. **Damage Deposit** – I give the Company permission to process an unsigned credit card voucher in my name representing a damage deposit of One Hundred (\$100.00) Dollars, Canadian funds as security for any damage aforesaid. I acknowledge that damages may exceed the deposit and that my liability will not be limited to that amount.
3. **Indemnity for Claims** – I agree to indemnify and save harmless the Company, the proprietors thereof and their employees, agents, representatives and contractors, from and against all actions, suits, causes of action, or demands whatsoever, from any person whomsoever, arising out of my rental and use of the Equipment.
4. **Release of Claims Against Company** – I hereby expressly waive any and all claims I, my heirs, next of kin, executors, representatives, agents, and administrators may have and I hereby expressly release from liability the Company, the proprietors thereof and their employees, agents, representatives and contractors, for any loss of or damage to property, or personal injury, bodily injury, including death, which I may suffer or be subjected to as a result of my rental and use of the Equipment arising out of any cause whatsoever, including, without limitation, the negligence of the Company, the proprietors thereof or of their said employees, agents, representatives, and contractors.
5. **Personal Danger** - I AM AWARE the SnoBear operation presents certain dangers and I accept full responsibility for the risks inherent in the use of the Equipment, which include, but are not limited to the following: sinking, stranding, capsizing, collision, engine failure, grounding, loss of control of the personal equipment, sudden acceleration, sudden deceleration, impact with objects, navigation error, fire and explosion, personal injury, and death.

I ACCEPT all the inherent risks, dangers, and hazards of SnoBear operation and the possibility of personal injury, bodily injury, death, property damage or loss resulting there from.

I AGREE TO OBSERVE AND ABIDE BY all lawful requirements governing the use and operations of the equipment and accessories.

The information set forth herein is true and correct. I have read and understood all of the terms of this RENTAL AGREEMENT, RELEASE AND INDEMNITY, and TERMS AND CONDITIONS attached hereto, and agree to be bound by them. I am aware that by signing this document I am affecting the legal rights and liabilities of myself, my personal representatives, heirs, next of kin, executors, and administrators in relation to the above-noted Company.

SIGNED this _____ day of _____, 20_____

Signature: _____ Print: _____

Company Rep /Witness: _____

Name of all customers on SnoBear rental:

1. _____

2. _____

3. _____

4. _____

RENTAL AGREEMENT

GULL HARBOUR MARINA INC. (the "Company")

Division No. 18, Unorganized, East Part, MB R0C 2R0, Phone: (204)279-2180

TERMS AND CONDITIONS

I fully understand the risks involved in the operation of the SnoBear of the type described in this contract and the safety equipment, including but not limited to illness, injury, disability, and/or death, as well as risk of damage to the SnoBear and equipment. I acknowledge that the operation of the SnoBear is entirely at my own risk. I will indemnify and save harmless the Company and all its owners, officers and employees from all liability, damage and costs resulting from my rental and operation of the SnoBear, accessories, and safety equipment.

I acknowledge that all safety issues and regulations required in the operation of the SnoBear have been addressed and explained to me and I have had all of my questions answered. I have advised the Company of the maximum number of people which will occupy the SnoBear with me.

I agree to the use of the SnoBear only in the area or area(s) designated by the Company, and that if the SnoBear travels beyond the designated area, whether by my operation or otherwise, during the rental period, then the Company shall have the right to retain the damage deposit in its sole and absolute discretion.

I agree to return the SnoBear, accessories, and all safety equipment in the same condition as at the time of rental, normal wear and tear excepted. I have provided the Company with a damage deposit in the amount of One Hundred (\$100.00) as a condition of the SnoBear, accessories, and safety equipment rental. The Company has the right to pay from the said damage deposit all late fees, fuel charges and damages it determines are payable to it under this Agreement and I will promptly pay any such amount payable in excess of the amount of the damage deposit.

I have provided my credit card under this Agreement and I acknowledge and agree that the Company has the authority to charge the credit card for any amounts that are owing under this Agreement.

In consideration of the rental of the SnoBear, accessories, and safety equipment, I hereby release and discharge the Company from any and all claims, demands, rights and causes of actions ("**claims**") of any kind whatsoever which I or any of my heirs or personal representatives now or at any time hereafter may have against the Company resulting from or arising out of my rental and any use of the SnoBear, accessories, and safety equipment including, without limitation, all claims resulting any negligence of the Company or arising or resulting from any breach of express or implied warranty by the Company regardless of whether known or unknown, contingent or absolute, foreseen or unforeseen, arising by operation of law or otherwise.

I will not sue the Company for any injury or death to myself, my property or any other person or such persons or property resulting from or arising out of my rental or any use by any person of the SnoBear, accessories, and safety equipment.

No person shall operate the SnoBear unless he or she has been approved by the Company. If more than one person is to operate the SnoBear, all must sign this Agreement as renter, their liability shall be joint and several.

This Agreement shall bind me and my heirs, personal representatives and assigns.

The Agreement shall be governed by the laws of the province of Manitoba.

I will not operate the SnoBear after consuming alcohol or drugs.

By signing this release, I certify that I have read this release and fully understand it and that I am not relying on any statements or representations of the Company or any of its employees and that I have been given the opportunity and sufficient time to read and ask questions regarding this release.

Name: _____ Signature: _____ Date: _____

Gull Harbour Marina Inc. Employee Name: _____

Gull Harbour Marina Inc. Employee Signature: _____ Date: _____