

RECOGNITION AND RISK ACCEPTANCE FORM
MOUNTAIN BIKE AND OTHER EQUIPMENT RENTAL

THE TERMS AND CONDITIONS LISTED INCLUDE CLAUSES OF RECOGNITION AND ACCEPTANCE OF RISKS AND DISCLAIMER OF LIABILITY. PLEASE READ CAREFULLY BEFORE SIGNING.

RECOGNITION AND ACCEPTANCE OF RISKS

- I acknowledge that I am fully aware of the risks involved in the sport for which this equipment is intended and of the injuries and damages it may cause, and I accept freely to assume full responsibility for it, with the exemption of Le Massif s.e.c.
- I declare that Le Massif s.e.c. has explained to me the operation of the equipment that is the subject of this document and that I understand the mode of operation and use. I also understand that mountain biking is a risky sport and I acknowledge having been duly informed of the risks inherent in the practice of this sport. I waive, to the extent permitted under applicable laws, any guarantee of safety, legal or conventional, concerning the rented equipment as well as any of which it may be the cause.
- I undertake to take note and respect the mountain code of conduct displayed at ticket offices and near the landing stage of each lift. I also undertake to respect the signage in force and any other rules of conduct and sanctions that Le Massif s.e.c. imposed.
- I took note that Le Massif s.e.c. requires the wearing of the helmet for the practice of mountain bike. I acknowledge that no helmet can protect against all impacts to the head and the sport for which this equipment is intended may expose me to forces exceeding the protection limits offered by the helmet. The helmet does not protect against injuries to the neck, spine or any other part of the body and I accept that these limitations are risks inherent in participating in the sport for which the equipment is intended. I also accept all risks of death or injury that may occur during use of the helmet, including any risks that may result from the use of the helmet itself. I also agree to notify Le Massif s.e.c if the helmet is damaged or involved in an incident or collision when it was in my possession.
- I am 18 years of age or older or have obtained the signature of one of my parents/guardians at the place provided for this purpose in this document.

RELEASE OF RESPONSIBILITY

- I agree to use the equipment as it is and I undertake to take care of it throughout the period in which it is in my possession and to indemnify Le Massif s.e.c for any theft, loss or damage. I undertake to return the equipment on the return date indicated on the contract and to pay any rent exceeding the period stipulated in the rates chart in force.
- I assume responsibility that the rented equipment has been adjusted in accordance with the information I have communicated to Le Massif s.e.c, particularly with regards to my height, my weight, my age and my level skill and experience. I promise not to adjust the bike without permission from a Le Massif employee.
- I agree to be the only user of the equipment and not to allow or tolerate the equipment to be used by other people. I agree to use the equipment only for the normal and usual purposes for which it is intended and for no other end. I also agree not to authorize any person (other than Le Massif inc. employees) to make some modifications, maintenance or repairs to the equipment.
- In consequence, I exonerate Le Massif s.e.c, its agents, representatives, mandataries, and employees from any liability with regard to material damage and body injury caused to me or to third parties resulting from my use of the rented equipment and I assume full liability for any damages or injuries.
- More specifically and without limiting the generality of the foregoing, in the case that the undersigned rents and uses a helmet supplied as rental equipment by Le Massif s.e.c., I exonerate Le Massif s.e.c., its agents, representatives, mandataries and employees from any liability with regards to material damage and body injury caused to me as a result of the usage of such a helmet rented from Le Massif s.e.c. and I assume full and entire responsibility for any damages or injuries.

This agreement is governed by the laws of the Province of Quebec. All disputes involving the parties to this Agreement will be under the exclusive jurisdiction of the courts of the Province of Quebec, judicial district of Quebec.

I, the undersigned, declare and acknowledge that I have read the terms and conditions of this form of recognition and acceptance of risks in connection with the rental contract entered into concurrently and accept them voluntarily and freely.

Signature: _____

As a parent or guardian, I acknowledge and agree that the user agrees to be bound by the terms and conditions of this document.

Signature: _____