

LITTLE VINTAGE ADVENTURES

Little Vintage Adventures Travel Trailer Renter Release, Waiver and Indemnity Agreement

**ATTENTION: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE. PLEASE READ CAREFULLY.**

In consideration for the rental use of a camper from Little Vintage Adventures, (hereinafter referred to as the "Activity") I, _____, (print name) for myself, my personal representatives, assigns, heirs, next of kin, and the accompanying minor children:

_____, (print names) hereinafter referred to as the "participant(s)"

1. **Acknowledgement:** I ACKNOWLEDGE, agree and represent that:
 - a) I am qualified to safely tow the camper and that I have at least ____ years of experience in towing;
 - b) My vehicle is properly rated to tow the camper;
 - c) I have informed my insurer that I am renting a camper for the duration of this rental agreement and that I have adequate third party liability coverage in place;
 - d) That I am in good health and in proper physical and mental condition to participate in this Activity.

2. **Assumption of Risk:** I FULLY UNDERSTAND that the Activity may involve risks and dangers of serious injury including, but not limited to, the possibility of physical or emotional injury, permanent disability, paralysis, death and property damage ("risks"). While Little Vintage Adventures does all it can to ensure the safety, cleanliness and good working order of the camper and equipment in the camper for my use and enjoyment, the equipment might malfunction or I might not use the equipment in a manner it was intended to be used, or I may not follow directions on the use of the equipment or camper. These risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the Activity, the condition in which the Activity takes place, or the actions or inactions of other unrelated third parties. There may be other risks and social and economic losses, and I voluntarily fully accept and assume all such risks and responsibility for losses, costs and damages which I incur as a result of my participation in this Activity and I choose to participate despite these risks, both known and known, foreseeable and unforeseeable.

3. **Release and Waiver:** I HEREBY RELEASE, waive, discharge, covenant not to sue, and agreed to indemnify, save and hold harmless Little Vintage Adventures, its administrators, directors, agents, owners, volunteers, or employees (each considered one of the "Releasees" herein) from all liability, claims, demands, losses or damages resulting from any personal injury, accident, disability, or illness (including death) and /or property loss however caused or alleged to be caused , arising from or in any way related to the participant(s)'s participation in the Activity, for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releasees, except for those caused by willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

4. **Indemnification and Hold Harmless:** I further agree that if, despite this release and wavier of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes claim against any of the Releasees, I will indemnify, defend, save and hold harmless each of the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to litigation expenses, attorney fees, loss, liability, damage, or cost which any all of them may incur as a result of such claim except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

5. **Severability:** I expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as permitted by the law according to the laws of the Province of Manitoba and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. **Acknowledgement of Understanding:** I have read this assumption of risk, release and waiver of liability agreement, and have had the opportunity to ask questions about it. I fully understand the terms of this assumption of risk, release and waiver of liability and indemnity agreement, fully understand that I am giving up substantial rights by signing it, and that its terms are contractual and not a mere recital. I acknowledge I am signing this agreement freely and voluntarily, without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

7. **Parent or Guardian of Minor:** If I am signing this Agreement on behalf of a child, I confirm that I am the child's parent or legal guardian, or that I otherwise have legal authority to sign this Agreement on behalf of the child. I understand the nature of the Activity and the minor's experience and capabilities, and believe to be in good health and in proper physical condition to participate in the Activity. I hereby release, waive, discharge, covenant not to sue, and agreed to indemnify, save and hold harmless the Releasees from all liability, claims, demands, losses or damages resulting from any personal injury, accident, disability, or illness (including death) and /or property loss on the minor's account however caused or alleged to be caused, arising from or in any way related to the participant(s)'s participation in the Activity, for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releasees, except for those caused by willful misconduct, gross negligence or intentional torts of the above parties, as applicable. I reiterate, verbatim, the terms of paragraphs 4, 5, and 6 above with respect to the minor's participation in the Activity, substituting the word's "I, on the minor's account" in replace of the work "I" in the aforementioned preceding paragraphs.

Signed at the City of Winnipeg, in the Province of Manitoba, this ____ day of _____, 20__.

Signature (Witness)

Participant Signature (if over age of 18)

Print Name

Print Name, Date of Birth

Signature (Witness)

Signature Parent/Guardian
(If participant is under age of 18)

Print Name

Print Name, Relationship to Minor

Signature (Witness)

Signature Parent/Guardian
(If participant is under age of 18)

Print Name

Print Name, Relationship to Minor