

# Bear Spray Waiver:



3AM GROUP INC. #201 - 129 Bow Meadows  
Crescent, Canmore AB T1W 2W8

Operating as Rent-a-Tent Canada, Rent-a-Tent  
Banff, Wilderness Equipment Rentals,  
RentBearSpray.ca

TO: 3AM GROUP INC. (operating as WILDERNESS EQUIPMENT RENTALS, RENT-A-TENT CANADA, RENT-A-TENT BANFF, RENTBEARSPRAY.CA), His Majesty the King in the Right of the Province of Alberta (and Parks Canada), and their directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, successors and assigns, (all of whom are hereinafter collectively referred to as "THE RELEASEES").

## Participant Information:

**Please fill in your name:**

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**Please fill in your email:**

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**Please fill in your phone number: - *optional***

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**Please fill in your home address:**

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**Date of birth:**

**NOTE: You must be 18+ to rent the equipment.**

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## Disclosure of Risks and Acknowledgements:

I confirm I am 18 years of age or older.

Initial to confirm:

### Understanding of risk:

I acknowledge that bear spray is a deterrent only and does not guarantee safety in a wildlife encounter. There is no guaranteed method of responding to a bear or other predator attack; each encounter is unique. I understand that encounters with bears and other wildlife carry inherent risk, and I accept full responsibility for my safety.

Initial to confirm:

### Proper use and training:

I confirm that I have watched the required bear spray safety video and understand how to correctly deploy bear spray, including safe carry, safety clip use, and wind direction awareness. I will not use bear spray except in the event of an imminent bear attack.

Initial to confirm:

### Equipment condition and liability:

I agree to return the bear spray kit (equipment) in the same condition as received. I understand that if the bear spray canister has been discharged or the equipment is damaged or lost, the full \$100 pre-authorization amount will be charged. I will not tamper with or modify the equipment.

Initial to confirm:

## Release of liability:

1. I AGREE 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 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 STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.A. 2000, c.0-4, in respect of the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and safety and hazards of any activity that involves carrying or using the rental equipment.

Initials

Initial to confirm:

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the Equipment;

3. 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;

4. 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 the Province of Alberta and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

Initials

Initial to confirm:

I confirm that I have had sufficient time to read this agreement before signing. I understand this release agreement and acknowledge that, by signing it, I am waiving certain legal rights that I, or my heirs, next of kin, executors, administrators, assigns, and representatives may have against the Releasees.

**Date signed:**

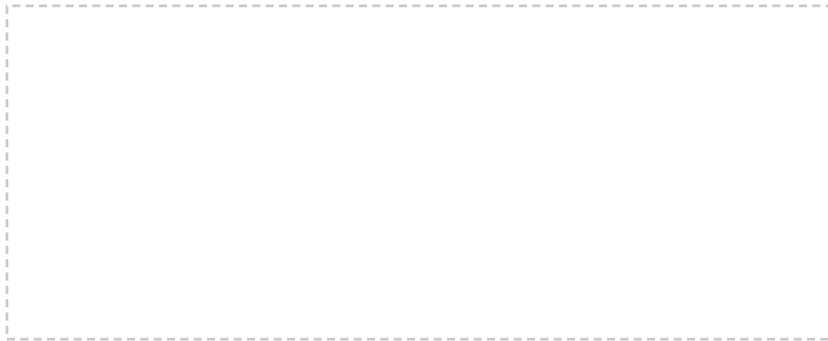
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**Full legal name:**

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**Please sign here.:**

A large, empty rectangular box with a dashed border, intended for the signatory to write their signature.