

RENTAL AGREEMENT, 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 FOR NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF THE OCCUPIERS' LIABILITY ACT, OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

A HELMET MUST BE WORN WHILE BIKING

INITIAL

TO: THE LAKE LOUISE SKI AREA LTD. and its suppliers, equipment manufacturers, associated companies and subsidiaries, and all of their directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, insurers, successors, and assigns (collectively referred to as the "Releasees"):

DEFINITIONS

In this Release Agreement, the term "Biking" shall include but is not limited to: electric bikes (e-bikes) and equipment rental; use of e-bikes and equipment; travel, transport and other activities, events and services in any way connected with or related to Biking or the rental of Biking equipment and its use at or beyond the ski area leasehold facilities. The terms "I" or the "Rider" shall refer to the individual(s) using the e-bikes or equipment, that being myself and any minor child for whom I am signing this Release Agreement.

RENTAL AGREEMENT

I accept full responsibility for all rental equipment provided to me ("the Equipment" or "e-bike(s)"). Should I damage or fail to return the Equipment, I authorize the rental shop to charge my credit card for the cost of repairs or replacement of the Equipment as required.

SAFETY

I acknowledge that the Rider has been advised to wear an approved helmet and that wearing an approved helmet while Biking is mandatory under provincial law. I am aware that e-bikes are permitted in Banff National Park only on public roadways and that that Biking on any roadway is subject to provincial highway traffic regulations including age restrictions for e-bikes. The Rider is familiar with the proper use of the Equipment, including all quick release mechanisms, brakes, and gear shifters and I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

I am aware that Biking involves many risks, dangers, and hazards including, but not limited to: falling from the e-bike; mechanical failure of the e-bike or Equipment, improperly adjusted or maintained e-bikes and Equipment; loss of balance; difficulty or inability to control one's speed and direction; failure to act safely or within the Rider's own ability; variation or steepness in terrain; rapid or uncontrolled acceleration on hills; variation or changes in the riding surface including mud, loose gravel, rocks, potholes, soft shoulders, cliffs, trees, stumps, roots; bodies of water; steep or slippery riding surfaces; collision with or falls from natural objects or manmade structures such as trees, rocks, cliffs, banks, electric and other fences, barriers, cattleguards, bridges, berms and jumps; exposure to temperature extremes or changing or inclement weather including lightning; travel or transport to and from the Biking site; travel on highways and roads; encounters with domestic and wild animals including elk, deer, moose, bears, dogs, lynx, and cougars; collisions with pedestrians, trains, motor vehicles, and cyclists; becoming lost or separated from ones party; negligence of others; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE RIDER FROM OR WARN THE RIDER OF THE RISKS, DANGERS AND HAZARDS OF BIKING AND USE OF THE EQUIPMENT.** I recognize that the risks, dangers and hazards of Biking exist throughout and beyond the facilities and that many hazards are unmarked. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet and other safety equipment is worn. I understand that e-bikes are prohibited in all areas of Banff National Park other than on public roadways (see notice on reverse). I am aware of the risks, dangers, and hazards associated with Biking and the rental of the Equipment. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS; AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting the e-bike and Equipment rental or use application, and permitting: the Rider's use of e-bikes, Equipment, and any services provided; the Rider's use of the facilities; the Rider's use of e-bikes and Equipment outside of the facilities and within and beyond Banff National Park, I 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 e-bikes and Equipment, in respect of the selection, design, manufacture, inspection, maintenance, installation, or adjustment of the e-bikes and Equipment, or in respect of the provision of or the failure to provide any warnings, directions, or instructions, or guidance as to the use of the e-bikes and Equipment; my use of or my presence on the ski area facilities; or travel beyond the ski area leasehold **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.A. 2000, c. O-4 ON THE PART OF THE RELEASEES; I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE RIDER FROM OR WARN THE RIDER OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss or personal injury to any third party resulting from the Rider's use of the Equipment, use of or presence on the facilities, or travel beyond the ski area leasehold;
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 Alberta.

THE RIDER OR THEIR LEGAL GUARDIAN HAS READ AND UNDERSTOOD THIS RELEASE AGREEMENT. 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 Biking or my use of the Equipment, other than what is set forth herein.

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.

User Name (Complete First and Last Name)	User Signature (Signature of Parent/Guardian)	Date Signed (YYYY/MM/DD)	Staff Initial



RESTRICTED ACTIVITY

Banff National Park

WHAT: Pursuant to Section 7(1) of the National Parks General Regulations, of the Canada National Parks Act, the following activity is prohibited, by order of the Superintendent:

E-bikes, with the exception of pedal assist E-bikes, are not permitted on trails.

Parks Canada defines pedal assist e-bikes as follows:

1. Steered with handlebars and equipped with pedals,
2. Designed to travel on not more than three wheels in contact with the ground,
3. Capable of being propelled by muscular power only,
4. Equipped with one or more electric motors which, singly or in combination:
 - a. have a total power output rating of 500 W or less,
 - b. immediately cease power assistance when the muscular power ceases, and
 - c. are incapable of providing further assistance when the bicycle attains a speed of 32 km/h on level ground.
5. Equipped with a safety mechanism that prevents the motor from being engaged before the bicycle attains a speed of 3km/h

Pedal assist E-Bikes are permitted on the following trails:

WHERE:

TOWN OF BANFF AREA

1. **Banff Legacy Trail:** A paved trail that parallels the Trans-Canada Highway from Banff Park East Gate to town of Banff, to the east end of Bow Valley Parkway (Hwy 1A).
2. **Banff Avenue Trail and The Snake:** Single track trails connecting Banff Legacy Trail with west end of Tunnel Campground Loop, Rocky Mountain Resort, and The Spine section of Tunnel Loop Trail.
3. **Fenland Trail:** Loop starting at west end of town of Banff
4. **Sundance Trail:** Paved trail from Cave and Basin National Historical Site to Sundance Canyon trailhead, including the Cave Avenue Trail from Town of Banff to the Cave and Basin parking lot. No e-bikes permitted on unpaved Marsh Loop.

Start date: 2021-11-12

End date: Until further notice

For more information, call Daniella Rubeling at 403-431-0904.

Pour obtenir de plus amples renseignements, prière d'appeler Daniella Rubeling au 403-431-0904.

5. **Healy Creek and Brewster Creek Trail:** From trailhead at the base of Sunshine Village Road to Sundance Lodge.

No pedal assist e-bikes allowed on the Healy Creek Trail east, beyond the junction with Brewster Creek Trail.

6. **Tunnel Campground Loop Trail:** Loop around Tunnel Mountain Village 1, 2 and Trailer Court campgrounds.
7. **Tunnel Loop Trail:** From Hoodoos parking area including the Hoodoo, Teddy Bear's Picnic, Coastline, and the Spine sections of Tunnel Loop.
8. **The Toe:** Nested loops of single track starting from Hoodoos Viewpoint parking area including the Hoodoo, Super G, Wolf Skat Alley, Moraine Loop and Sideshow sections of The Toe.
9. **Tunnel Technical Trails:** Nested loops starting from Tunnel Mountain Drive near the reservoir and including Topp Notch, Star Wars and Return of the Jedi.
10. **Hoodoos to Surprise Corner Trail:** From Hoodoos Viewpoint parking area to Surprise Corner parking area. No bikes permitted on Hoodoos Interpretive Trails.
11. **Cascade Ponds – Bankhead Trail:** Including Legacy Trail to Cascade Ponds, loop trails around Cascade Ponds and trail between Cascade Ponds and Lower Bankhead
12. **Redearth Creek Trail:** Year round, from the parking area off the Trans-Canada Highway to and back from the Redearth Warden Cabin.

E-biking is only allowed on the trail beyond the Y-junction, to and from Shadow Lake Lodge, December 15 to March 15, annually.

LAKE LOUISE AREA

1. **Bow River Loop:** Loop from Lake Louise campground or Bow River Bridge opposite of historic Lake Louise train station (Station Restaurant).
2. **Tramline:** From opposite of Lake Louise train station to main parking lot at Upper Lake Louise.
3. **Great Divide Route:** From the trailhead at 3.6 km mark of the Lake Louise Drive.

PENALTY: Violators may be charged under the *Canada National Parks Act*: maximum penalty \$25 000.

