

Locker Agreement Release and Liability Waiver

The locker rental period is from November 1 until October 31 of the next year. The locker rental fee for the current season is \$250.00 plus HST.

The locker renewal period begins October 1. Lockers can be renewed prior to this period if authorized by a Sir Sam's Ski/Ride representative. If the Renter does not want to renew their locker or does not make contact with Sir Sam's Ski/Ride to renew their locker by November 1 their assigned locker will be forfeited and will become available for others to rent.

This contract shall not be modified except in writing by a duly authorized representative of Sir Sam's Ski/Ride.

Terms of Agreement

Any person wanting to rent a locker from Sir Sam's Ski/Ride must:

- Pay in advance the specified rental fee for the locker being rented;
- Provide their name, phone number, and e-mail address for contact;
- Assume responsibility for securing the locker by keeping it closed and locked when not in use;
- Agree not to store anything that may emit odors, secrete liquids, or otherwise be dangerous or hazardous in nature;
- Agree that Sir Sam's Ski/Ride is NOT RESPONSIBLE for any lost, stolen, or damaged items or any injuries resulting from use of assigned locker or arising out of this Agreement;
- Agree that Sir Sam's Ski/Ride reserves the right to terminate this Agreement at any time at its discretion for any violations and/or misconduct;
- Understand that possession of any item deemed illegal, dangerous, or hazardous is strictly prohibited for storage at Sir Sam's Ski/Ride;
- Agree that the locker is non-transferrable unless authorized by Sir Sam's Ski/Ride;
- Agree that Renter is renting a specific locker space only and possesses the only entry information for in/out access of that locker space and that under no circumstances whatsoever shall a bailment be created between any other Renter and Sir Sam's Ski/Ride. In other words, the Renter has access to the locker, but Sir Sam's Ski/Ride has no duties regarding the Renter's property;
- Understand that sharing of the locker, and/or the locker entry details is not recommended and that Sir Sam's Ski/Ride shall not be liable for any loss due to sharing of the entry information;
- Agree to remove all contents by the advertised end of term date if locker is not being renewed for the following season and according to the terms stated in this Agreement;
- Agree to provide their own lock for their assigned locker and keep track of all keys or entry information needed to access the locker.

Hours of Operation

Sir Sam's Ski/Ride has limited hours of operation. Retrieval of stored property shall only be made during such hours or if an agreed upon date and time is approved by a Sir Sam's Ski/Ride representative. Lockers must be cleaned out on or before the end date specified in this Agreement if the Renter does not renew their locker.

Stored Items and Related Liability

Items of extraordinary value should NOT be stored at Sir Sam's Ski/Ride. Sir Sam's Ski/Ride assumes no liability whatsoever for items such as, but not limited to, cell phones, wallets, jewels, cameras, computers, computer tablets, iPads, antiques, art objects, car and house keys, medicine, documents, perishable goods, live plants or animals, including prohibited items, loss of cash, nor incidental or consequential losses involving, but not limited to missed airline flights (or other transportation), or loss of employment or loss of business and shall not be liable for loss of property.

Prohibited Items and Inspections

The storage of weapons, flammable, explosive or any other inherently dangerous or hazardous material is strictly prohibited. Storage of illegal items at Sir Sam's Ski/Ride is strictly prohibited. No items shall be stored in violation of any order or requirement imposed by any government agency or in violation of any law. All items left for storage are subject to visual or hand examination by Sir Sam's Ski/Ride and/or law enforcement officials at any time and without prior notice or presence of the locker renter. All personnel of Sir Sam's Ski/Ride including, but not limited to, employees, agents, and/or contractors shall be held harmless for performing such duties or following the written or verbal orders of any governmental authority.

Use of Private Information

Sir Sam's Ski/Ride will protect all private information provided by the Renter to rent a locker such as name, phone number, and e-mail address, but maintains the right to share that information any authorized law enforcement agency.

Inability to Enter Locker Due to Lost/Forgotten Entry Information or Lock Key

In the event that a Renter has lost or forgotten their entry information or lock key, Sir Sam's Ski/Ride can cut the lock after confirming the identity and locker number of the individual according to Sir Sam's Ski/Ride's records. Sir Sam's Ski/Ride will provide a zip tie to close the locker free of charge. Sir Sam's Ski/Ride is not liable for any damaged or stolen goods if the zip tie is removed by a third party and without the authorization of the Renter or a Sir Sam's Ski/Ride representative.

Damaged Lockers

A Renter must immediately notify Sir Sam's Ski/Ride of any noted damage, malfunction, or repair needed on their assigned locker. The Renter may make slight alterations to the layout of their assigned locker under the discretion of a Sir Sam's Ski/Ride representative. A Damage/Repair fee will be assessed to the locker renter if the locker is damaged or requires cleanup beyond the normal wear and tear after the Agreement expires.

Removed Contents

If contents of lockers are not removed by the final date of the Agreement and the Renter does not renew their locker, the contents of such locker will be bagged and stored by Sir Sam's Ski/Ride for up to 14 days. The Renter will be contacted using the information on file to determine if they would like to retrieve the left items. Sir Sam's Ski/Ride will ship the locker contents to the Renter for a \$25 service fee, plus the associated shipping and postal charges. If a Renter does not want the items returned, the contents will become the property of Sir Sam's Ski/Ride.

Acknowledgement, Release, and Assumption of Risk

In consideration of being permitted access to and use of lockers from Sir Sam's Ski/Ride, I, the undersigned, for myself, personal representatives, heirs, and next of kin:

1. Acknowledge, agree, and represent that I will use due caution for my safety and the safety of others when entering the area in use by Sir Sam's Ski/Ride.
2. Hereby release, waive, discharge and covenant not to sue Sir Sam's Ski/Ride, its affiliates, successors, assigns, agents, and employees, from all liability to the undersigned, my personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or remain therefor on account of injury to the person (including death) or property arising out of or in any way connected to my access and use of the locker or equipment noted in this agreement.
3. Hereby agree to indemnify and save and hold harmless Sir Sam's Ski/Ride and all affiliates from any loss, liability, damage, or cost that may incur arising out of or related to my access and use of the lockers noted in this Agreement.
4. Hereby assume all responsibility for any risk of bodily injury, death or property damage arising out of or related to my access and use of the lockers or equipment issued by Sir Sam's Ski/Ride noted in this agreement.
5. Hereby agree that this Agreement extends to and waives all acts of negligence by Sir Sam's Ski/Ride and its affiliates, including negligent operations and is intended to be as broad and inclusive as is permitted by the province of Ontario. If any portion of this Agreement is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Hereby agree that a party's performance hereunder is excused by force majeure, including, war strikes, disasters and the actions of third parties.

My signature at the bottom of this Agreement (or indication of agreement via online locker rental, payment submission via e-transfer, over the phone payment, or in-person payment) ensures that I have read and understand these terms, conditions, and waiver contained herein.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTENT MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name: _____

Signature: _____

Date: _____