

9369-4180 Qc Inc.
 400, ch du Mont-Catherine
 Ste-Agathe-des-Monts, Qc
 J8C 0L1, 819-324-2002
info@tyroparc.com
 TPS 836055236, TVQ 1220735733

Informations de facturation	
# Réservation :	
Nom de la réservation :	
Type et heure d'activité :	
Organisation :	
Informations de paiement	
Montant et mode paiement :	
Rabais :	
Nbr de personnes :	

RENTAL CONTRACT

Between TYROPARC, 9369-4180 QC INC. referred to as the « Lessor » and the participant referred to as the « Lessee »

<p>LEESSE'S:</p> <p>Name : _____</p> <p>Driver license n° : _____ exp : _____</p> <p>Address : _____</p> <p>City : _____ Postal Code : _____</p> <p>Tél. : _____</p> <p>Email : _____</p> <hr/> <p>2nd driver: _____</p> <p>Driver license n° : _____ exp : _____</p>	<p align="center">OPÉRATED BY TYROPARC</p> <p>By laws on snowmobile</p> <p>I declare to assuming the responsibility resulting in the use of the trails in accordance with the by-laws on a snowmobile. I declare being well informed of the risks involved by the presence of branches, rocks and soil in the trails as well as all risks associated with the maintenance and the signs in the trails. Consequently, I declare renouncing all claims or recourses that I might pretend for any damages of any nature resulting from the use of the trails.</p> <p>➡ Lessee's signature : _____</p> <p>➡ 2nd Drivers signature : _____</p>
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The Lessor agrees to lease, in good working order, to Lessee who accepts, a vehicle and its accessories (the Equipment) at the times and in consideration of the rental cost, all as described herein, and subject to the following conditions.

- The lease of equipment is limited to the lease period described herein.
- Before and after each use period, the Lessee shall inspect the Equipment with the representative of the Lessor**
- Before using the equipment, the lessee will receive a security briefing related to the activity and the use of a snowmobile.**
- The Lessee will strictly observe the instructions of the Tyroparc representative. Failing this, the representative may immediately terminate the activity, Additional fees may be charged for any late returns.
- Late fees for unguided rental tours :** If you are not back at the allotted time, late fees will be billed at the rate of \$35 + taxes for each 30 minutes for the first hour and of \$100 + taxes per hour for every following hour.
The lessor declares to have read the requirements for late fees.
 ➡ **PLEASE INITIAL**
(For unguided rental tours only)
- This contract constitutes the entire agreement between Lessor and Lessee; any derogation shall be made by writing.
- This lease agreement is governed by and shall be construed in accordance with the laws of the province where the Lessor is established.
- During each use period, the Lessee shall use the Equipment:
 - Having his driver's license, valid and in force, in his possession;**
 - Respect all applicable laws, employ safe driving habits and in a reasonable manner;
 - Driving only where authorized;
 - Using the safety accessories mentioned in the prescribed way;
 - Never following too close to another vehicle;
 - At no time, allowing any other person to drive or make use of the vehicle;**
- At the end of each lease period, the Lessee shall reimburse the cost of repair of any damages to the equipment arising by accident, improper use, fire, theft, or any other cause. **The Lessee agrees to notify the lessor of any incident occurring during the rental period.**
- The Lessee is solely responsible for any consequence, fine or penalty arising because of this failure to follow the law applying to the use of the equipment**
- The Lessor reserves the right, in its discretion, to cancel equipment use for any use period, if reasons of security, climate, temperature or convenience requires it.
- The Lessee is solely responsible. To the absolute exclusion of the Lessor;
 - for any damage or loss whatever arising from use of the equipment;
 - for the security of its goods, his person as well as those of any third party who participates in the use of the equipment.**
- The Lessee has no right to any credit or reimbursement of the lease cost of the equipment in case of non-use or failure to use during any use period regardless of the reason.
- This rental contract is a personal agreement between the parties. The Lessee does not have the right to assign or sublease to a third party without the prior written consent of the Lessor.
- The waiver of any right in the case of a default hereunder does not constitute a waiver of such right in the case of a prior or subsequent default.
- In the case of any legal proceeding, the parties elect the jurisdiction of the civil courts of the Lessor's district.
- THE LESSEE ACKNOWLEDGES: that this contract is duly completed, bears the signature of the Lessor and that a sufficient delay was given to him to read and understand the nature, terms and conditions of this contract before he signs his name.
- A security deposit will be taken for each rental of a snowmobile** from the Lessee in case there is damage to the equipment. The Lessor will refund the deposit at the end of the term of use of the activity, if no damage is caused to the equipment.
Refusal or the inability to pay the deposit by the client automatically entails the cancellation of the tour. No refund will be apply.
Please refer to the Security Deposit Document.
Le locataire déclare avoir pris connaissance de l'annexe Dépôt de sécurité.
 ➡ **PLEASE INITIAL**
 ➡ **Please initial your choice**

Option A	
2500\$+ taxes Security deposit	
Option B	
Payment of \$50 non refundable AND \$1000 + taxes security deposit (Unavailable on unguided rental tours)	
Total (Taxes included)	

- The lessee is responsible for the recovery costs of the vehicle seized by the Law and the lost rental time, (reference: alcohol, etc ...)
- Assistance fees for unguided rental tour:** When support or assistance is needed, a \$100 + taxes per hour fee will be billed.
The lessee declares to have read the requirements for Assistance fees.
 ➡ **PLEASE INITIAL**
(For unguided rental tour only)

Signed in Ste-Agathe-des-Monts
 The _____ day of _____ 20____
TYROPARC

➡ By : _____
(Lessee's name, capital letter)

I have read and understood the clauses of the present contract and I authorise Tyroparc to collect the amounts due for the security deposit in case of damage or claims from my credit card or all other means:

➡ **Lessee's Signature** _____
 ➡ **2nd Drivers signature** _____

The undersigned participant declares the following:

READ and MARK

1	I AM THE ONE and only that may judge if my skills are sufficient to participate to this activity. I AM AWARE that the activity in which I am about to participate is dangerous and the possibility of injury, loss, trauma, or death exists . Risks include, but are not limited to, a fall or other movement (sprain, fracture etc.); injury due to a blunt or sharp object (branches, equipment, etc.); cold, hypothermia; injury resulting from accidental contact or other contact between individuals, risks related to fauna and flora; water contact or drowning; burn or heat induced injuries, food allergies. The full list of inherent risks was provided to you by email when you made your reservation. This list is also available on site.	
2	I WILL follow and comply with each and all instructions given by TYROPARC guides, instructors, or any employees of TYROPARC. I WILL at all times properly wear and use safety equipment provided by TYROPARC. I WILL participate in risk management by adopting a preventative behavior with regards to my own safety, and the safety of the other persons that surround me.	
3	I AM AWARE that the activities offered by TYROPARC take place in natural surroundings that are quite a distance from medical facilities and this might result in long delays during an emergency requiring an evacuation. I GRANT TYROPARC staff the right to perform the necessary first aid, if need be.	
4	I ACCEPT responsibility for any expenses incurred on my behalf or as a result of my actions	
5	I AM IN GOOD PHYSICAL AND MENTAL HEALTH . I have no handicap that may imply a danger inherent to participation and I accept to participate on my own free will. I DECLARE that I am not under the influence of drugs or alcohol and I will not consume them during the activity.	
6	TYROPARC reserves the right to exclude any person he/she deems a risk for him/herself or to the rest of the group. I understand that I may leave the activity for any reason whatsoever without reimbursement.	
7	I GRANT TYROPARC the right to use for sale/publicity any photographs or video in which I appear. I renounce all my rights regarding usage of them and I will not receive any monetary compensation.	

Medical Questionnaire

Please inform us of any medical problems. In case you are several participants on the same form and answer YES to one or more points, please write the initials of the person concerned in the left margin.

Yes	No	
		Do you suffer from heart trouble?
		Do you frequently have pains in your heart or chest?
		Do you often feel faint or have spells of dizziness?
		Do you take prescribed medication to control your blood pressure?
		Do you have arthritis, other bone, or joint problems?
DO you or HAVE you ever suffered from:		
		Epilepsy ?
		Hemophilia ?
		Psychiatric problems ?
		Serious allergies ? SPECIFY:
		Asthma ?
		Diabetes ?
		Vision problems ?
		Hearing problems ?
		Are you pregnant ?
		Have you had surgery in the last 6 months?
SPECIFY :		
		Is there any medical condition not mentioned here that you are aware of that we should know about to ensure that we provide you with the best possible first aid should the need arise?
SPECIFY :		
Initials please	I HEREBY certify that the information consigned to this participation agreement is to the best of my knowledge exact and accurate and that I did not deliberately omit any pertinent information.	

I acknowledge having read, understood, completed the document and accept the risks inherent in the participation of these activities. **Please recopy "I read and understood" on the next line.**



DATE : _____

➡ **Leesse's signature**

➡ **Passager signature**

➡ **Tyroparc representative signature**