



**THE FOLLOWING DOCUMENT IS IMPORTANT  
PLEASE READ**

**ASSUMPTION OF RISK, WAIVER, LIMITATION OF LIABILITY AND  
INDEMNITY.**

**The Customer assumes the risks and hazards related to lessons, the use of the Facility and Equipment including, but not limited to: accidents, collisions, inclement weather, failure to act safely or within one's own ability to operate the Equipment, negligence of other persons and negligence on the part of the Customer.**

- The Customer **waives all claims against Prairie Gal Fishing (PGF)**, Roselle Turenne and its owners, family, agents, personnel and employees which the Customer or anyone claiming through or on the Customer's account may now or in the future have, including, without limitation, any claims in respect of any personal injury, death, property damage or loss, resulting directly or indirectly from or pertaining to the use, condition or operation of the Equipment, motorized transportation and facility (the ice fishing shack) even if caused by the negligence of PGF or any of its owners, agents, personnel or employees.
- The customer acknowledges that **there is inherent danger** in driving to and from the location, that damage or loss to person or things can occur in transit, upon driving on or walking on ice and snow, during the activity and returning from the activity. This can include **but is not limited to** slipping and falling on the ice, getting hooks lodged in skin, being injured by fish, tripping on ice holes, frostbite, burns and other physical injuries, damage to a vehicle, clothing, or other personal belongings.
- The **Customer hereby indemnifies PGF** and its owners, agents, personnel and employees from any and all loss, claims, costs, expenses, damages and liabilities (including, without limitation, reasonable lawyers' fees) howsoever caused, resulting directly or indirectly from or pertaining to the use, condition or operation of the Equipment, and even if caused in whole or in part, by the negligence of PGF or any of its owners, agents, personnel or employees.

**Cancellation by Prairie Gal Fishing**

**PGF reserves the right to cancel at any time due to inclement weather and/or ice conditions.** In the event of cancellation by PGF, the funds shall be refundable or shall be

transferrable to a future rental by the Customer. Should no future dates be available, a deposit will be issued. Wind is the biggest contributor to cancellations, wind speeds in excess of **40km/hr** result in extremely dangerous navigation.

### **Cancellation by the Customer**

**14 days or more**, the Reservation Deposit **shall be fully refundable**.

**13-7 days**, the Reservation Deposit **shall not be refundable but shall be transferrable** to a future rental by the Customer.

**less than 7 days**, the Reservation Deposit **shall not be refundable or transferrable** and PGF shall be entitled to retain the Deposit.

### **Damage Charge**

The Customer is responsible for and accepts the risk of loss or damage to the Equipment and Facility until it is returned and inspected by PGF.

**Equipment lost, stolen or damaged beyond repair will be charged to the Customer at PGF's full replacement cost, plus twenty percent (20%).**

### **Use of Shack and Equipment**

The Customer shall keep facility in good repair and working order during the Term, and shall exit the facility at the time and date that the Term expires, in the same condition as it was leased, ordinary wear and tear excepted. The Customer shall make no alterations, attachments or modifications to the Equipment or Facility.

The Customer shall use the Equipment in a careful and proper manner and shall comply with all provincial, municipal and other laws and regulations in any way relating to the possession, use or maintenance of the Equipment, including without limitation such laws or regulations pertaining to fishing. The Customer acknowledges that they have the skill and ability, to properly use and care for the Equipment and Facility. Operation of the Equipment while under the influence of drugs or alcohol is strictly prohibited.

**Smoking in the facility or tents is strictly prohibited**, which shall include but not be limited to any tobacco products, marijuana, e-cigarettes or personal vaporizers.

**Late Return.** If the Customer fails to return the Equipment or exit the facility at the end of the Term, the Customer authorizes PGF to charge a late penalty to the credit card identified above. No one shall remain in the shack after dark.

### **Miscellaneous**

The Customer consents to the collection, use and disclosure of personal information for the purposes set out in this Agreement and enabling Prairie Gal Fishing to provide the Equipment. A facsimile copy of this Agreement and a facsimile signature will be treated as an original and will be admissible as evidence of this Agreement. Time shall be of the essence of this Agreement. The Agreement shall be construed according to the laws of the Province of Manitoba and the laws of Canada applicable therein.

This Agreement is binding on the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns, as the context may require. If more than one Customer is

named or executes this Agreement, the liability of each Customer shall be joint and several. This Agreement constitutes the entire agreement between the Customer and PGF. The rights of PGF hereunder are cumulative and no exercise or enforcement by PGF of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or which PGF is otherwise entitled by law to enforce. PGF is the sole owner of the Equipment at all times during the Term.

The Customer acknowledges that any provisions of this Agreement not valid by virtue of any applicable legislation shall not affect any other provision. Any provision hereof is declared and deemed severable and separate from any other provision.

**BY COMPLETING THIS BOOKING, YOU AGREE TO THE AFOREMENTIONED**