

Informations de facturation

# FACTURE :	
# RÉFÉRENCE	
Type activité :	
ORGANISATION :	
# Réservation MTA :	

Informations de paiement

Montant PAYÉ :	
Mode de paiement :	
Rabais :	
Nbr de personnes :	

RENTAL CONTRACT

Between TYROPARC, referred to as the « Lessor » and the participant referred to as the « Lessee »

<p>Lessee :</p> <p>Name : _____</p> <p>Drivers licence number : _____ exp : _____</p> <p>Address : _____</p> <p>City : _____ Postal Code: _____</p> <p>Tel. : _____</p> <p>Email : _____</p> <p>2nd driver : _____</p> <p>Drivers licence number : _____ exp : _____</p>	<p>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>
---	---

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.

- 1) The lease of equipment is limited to the lease period described herein.
- 2) **Before and after each use period, the Lessee shall inspect the Equipment with the representative of the Lessor**
- 3) **Before using the equipment the lessee will receive a security briefing related to the activity and the use of a snowmobile, including the brake and emergency stop system.**
- 4) The Lessee will strictly observe the guidelines of the Tyroparc guides. Failing this, the guide may immediately terminate the activity, Additional fees may be charged for any late returns.
- 5) During each use period, the Lessee shall use the Equipment :
 - a) A, Having his driver's license, valid and in force, in his possession ;
 - b) B, Respect all applicable laws, employ safe driving habits and in areasonable manner ;
 - c) C, Driving only where authorized;
 - d) D, Using the safety accessories mentioned in the prescribed way;
 - e) E, Complying with instructions for use ;
 - f) F, Never following too close to another vehicle ;
 - g) **G, At no time, allowing any other person to drive or make use of the vehicle;**
- 6) 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.
- 7) 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.

- 8) The Lessor reserves itself the right, in its discretion to cancel equipment use for any use period, if reasons of security, climate, temperature, act of God or convenience requires it.
- 9) The Lessee is solely responsible. To the absolute exclusion of the Lessor;
 - a) for any damage or loss whatever arising from use of the equipment; and
 - b) **for the security of its goods, his person as well as those of any third party who participates in the use of the equipment.**
- 10) 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.
- 11) **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.**
You can choose between two security deposit options:
OPTION A: a 2500\$ + txs refundable security deposit paid by Visa or MasterCard
Option B: Payment of a non refundable 30\$ security fee and a 500\$ + txs refundable security deposit done by a credit card print.
- 12) 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.
- 13) 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.
- 14) In the case of any legal proceeding, the parties elect the jurisdiction of the civil courts of the Lessor's district.
- 15) This contract constitutes the entire agreement between Lessor and Lessee; any derogation shall be made by writing.

- 16) This lease agreement is governed by and shall be construed in accordance with the laws of the province where the Lessor is established.
- 17) THE LESSEE ACKNOWLEDGES :
 - a) 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 and;
 - b) that a signed copy of this contract has been given to him
- 18) Lessor and Lessee confirm that is their express wish that this contract, and all documents relating thereto, drafted in English
- 19) The lessee is responsible for the recovery costs of the vehicle seized by the Law and the lost rental time, (reference: alcohol, etc ...)

		Select your choice
Option A	2500\$ + txs Security deposit	
Option B	Payment of 30\$ non refundable AND 500\$ + txs security deposit	

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

Signature : _____

By _____
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 : _____

2nd Driver : _____

The undersigned participant declares the following

READ and MARK

1	TYROPARC personnel has explained, illustrated, and/or demonstrated, to my satisfaction, the nature, risks and dangers of participating in snowmobiling, aerial adventure courses, zip lines, Via Ferrata, deepelling and other site activities. I am KNOWINGLY participating in the activities and I ACCEPT the INHERENT RISKS, refer to Inherent Risks sheet.	
2	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 or any form of wildlife; water contact or drowning; burn or heat induced injuries, food allergies.	
3	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.	
4	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.	
5	I ACCEPT responsibility for any expenses incurred on my behalf or as a result of my actions	
6	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.	
7	The operator 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.	
8	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

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 ?
		Problèmes auditifs ?
		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 the above statement by hand.

DATE : _____

Signature of the driver

Signature of the passenger

Signature of the representative