Liability Waiver & Assumption of Risk

(Delivery-Only RV Rental)

PLEASE READ CAREFULLY

By booking, accepting delivery of, or occupying the RV, the renter ("Guest") agrees to this Liability Waiver & Assumption of Risk on behalf of themselves and all occupants, guests, and invitees.

1. Nature of the Rental

- The RV is provided **for stationary accommodation only**.
- The RV is delivered to and removed from the campsite **exclusively by Denman Island RV Rentals**.
- Guests are **strictly prohibited** from driving, towing, moving, or repositioning the RV for any reason.

Any unauthorized movement of the RV constitutes a **material breach** of this agreement.

2. Assumption of Risk

The Guest understands that occupying and using an RV involves inherent risks, including but not limited to:

- Slips, trips, and falls
- Fire, propane, electrical, or water system issues
- Weather-related events
- Equipment malfunction
- Injury, illness, property damage, or death

The Guest voluntarily assumes **all risks**, whether known or unknown, foreseeable or unforeseeable, arising from the use or occupancy of the RV.

3. Release of Liability

To the fullest extent permitted by law, the Guest **releases and forever discharges** Denman Island RV Rentals, its owners, operators, employees, agents, and contractors

from **any and all claims, demands, damages, losses, or expenses**, including legal fees, arising out of or related to:

- Occupancy or use of the RV
- Use of RV systems, furnishings, or equipment
- Any injury, illness, loss, or property damage

This release applies **even if caused by negligence**, except where prohibited by law.

4. Indemnification

The Guest agrees to **indemnify and hold harmless** Denman Island RV Rentals from any claims, damages, liabilities, or expenses arising from:

- The actions or omissions of the Guest or any occupant or visitor
- Misuse of the RV or its equipment
- Violation of campground rules, laws, or rental policies

5. Occupants and Responsibility

- The Guest is responsible for the conduct and safety of all occupants and visitors.
- Maximum occupancy limits must be respected.
- Children must be supervised at all times.

6. Condition and Use of the RV

The Guest acknowledges that:

- The RV is accepted in good condition upon delivery.
- Orientation and operating instructions are provided.
- The RV will be used only for lawful and intended purposes.
- No repairs, alterations, or modifications may be made by the Guest.
- Smoking, vaping, or illegal activities are not permitted.

7. Insurance and Financial Responsibility

The Guest understands that:

- Insurance coverage, if any, is limited and subject to exclusions.
- The Guest may be financially responsible for damage, excessive cleaning, missing items, or losses not covered by insurance.
- Personal belongings are the responsibility of the renter. Denman Island RV Rentals does not insure or assume liability for loss, theft, or damage to personal items.

8. Governing Law

This agreement is governed by the laws of the Province of **British Columbia**. If any portion is found unenforceable, the remaining provisions remain in effect.

9. Awning

If the unit has an awning use with extreme care. In moderate to heavy winds when you are absent or during the night, the awning must be retracted for your safety. Awnings can be damaged very easily, therefore keep all fires a safe distance away. Smoke trapped by the awning will activate the interior smoke detector. Ensure that you have the awning high enough to prevent windows and doors from rubbing on the bottom side. During rain, tilt one corner lower than the other to allow runoff.

9. Acknowledgement

By completing a booking or checking the acceptance box online, the Guest confirms that they:

- Have read and understood this agreement
- Understand they are waiving certain legal rights
- Agree that the RV will not be moved under any circumstances