

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH  
OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT  
PLEASE READ CAREFULLY!**

INITIAL

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ADVENTURE ACTIVITIES**

LAST NAME	FIRST NAME	DATE OF BIRTH dd/mm/yyyy)
ADDRESS (No/Street)		
CITY/TOWN	PROVINCE/STATE	POSTAL/ZIP CODE
TELEPHONE/MOBILE	EMAIL	

**TO: Canadian Wilderness School & Expeditions Ltd., Bow Valley Canyon Tours and their respective directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")**

### DEFINITION – ADVENTURE ACTIVITIES

In this Release Agreement, the term "**Adventure Activities**" shall include all activities, accommodation, transportation, tours, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but not limited to: demonstrations; orientational and instructional courses; backcountry travel; multi-day trips and camping; outdoor education programs and survival courses; mountaineering; rock climbing; trekking; backpacking; overnight stays in the outdoors; hiking; mountain biking; sight-seeing; wildlife viewing; picnicking; swimming; river rafting, canoeing and kayaking; use of watercrafts; use of safety equipment including personal floatation devices; and other activities, events and services in any way connected with or related to the Adventure Activities.

### ASSUMPTION OF RISKS

**I am aware that participating in Adventure Activities involves many risks, dangers and hazards, some of which are as follows:**

- Adventure Activities may take place in rugged coastal and alpine terrain which is uncontrolled, unmarked and not inspected or recently been travelled and involve many risks, dangers and hazards, including but not limited to: avalanches; ice and snow cornices; trees, tree wells, tree stumps, streams, creeks, rivers, rocks, boulders, loose gravel, cliffs, forest deadfall, holes or depressions, variable and difficult snow conditions, crevasses, steep slopes, unstable or slippery ground and other hazards and obstacles; extreme weather conditions; equipment failure including equipment associated with or related to climbing, rappelling and belaying; encounters with domestic animals such as dogs or wild animals such as cougars or bears; encounters with dangerous or poisonous flora and fauna; hypothermia; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude and lack of fitness; food poisoning; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; becoming lost or separated from the guide or party; negligence of other persons;
- Mountain biking takes place on steep and rugged terrain and features that are both physically and technically challenging; the risk dangers and hazards of mountain biking include rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; collisions with natural and constructed objects, other mountain bikers and vehicles;
- River rafting, canoeing and kayaking take place on lakes, fast flowing rivers or streams and involve the risk of overturning or upsetting of rafts, canoes or kayaks; entrapment by trees, logs, or equipment; cold water immersion, hypothermia and drowning;
- Communication in the alpine and backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

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ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

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**PLEASE READ CAREFULLY!**

INITIAL

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ADVENTURE ACTIVITIES**

I AM ALSO AWARE THAT THERE IS A RISK OF NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE ACTIVITIES.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE ACTIVITIES AND THE POSSIBILITY OF LOSS, PERSONAL INJURY OR DEATH RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in Adventure Activities and permitting my use of their facilities, equipment and services I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and to **RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death, that I may suffer or that my next of kin may suffer as a result of my participation in **Adventure Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE ACTIVITIES.

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Adventure Activities;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4. This Release Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Alberta no other jurisdiction; and;
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Adventure Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Date (dd/mmm/yyyy)	Signature of parent or guardian if participant is under 19 years
Signature of Participant	Signature of Witness
Print Name of Participant	Print Name of Witness