

**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 equipment, facilities and services, and for other good and valuable consideration, 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 but not limited to:
  - negligence on the part of the Releasees;
  - breach of contract by the Releasees;
  - breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
  - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.A. 2000, c. 0-4, on the part of the Releasees; and
  - the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of adventure activities, some of which are referred to under the Assumption of Risks section of this Release Agreement.

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or 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.** In entering into this Release Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of adventure activities other than what is set forth in this Release Agreement.

**JURISDICTION**

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta, and I agree to attorn solely to the jurisdiction of the Courts of the Province of Alberta. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

Signature:	Date:
Please Print Name:	Witness:

**Names of minors participating in adventure activities (under 19 years).**

1.	3.
2.	4.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter "The Release Agreement")**

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

***PLEASE READ CAREFULLY***

Initial

THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING THE RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES. ALL PARTICIPANTS IN THESE ACTIVITIES ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT. PLEASE TAKE THE TIME TO REVIEW THIS DOCUMENT CAREFULLY.



Name	Last	First	Initial	
Address	Street			
	City	Prov/State	Country	Code
	Telephone	Email		

**TO:** \_\_\_\_\_ (referred to as the "OPERATOR"), HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, AND THE MANUFACTURERS AND DISTRIBUTORS OF EQUIPMENT USED IN ADVENTURE ACTIVITIES, and all of their respective directors, officers, agents, representatives, employees, guides, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively referred to as the "RELEASEES")

**DEFINITIONS**

In this Release Agreement, the term "adventure activities" shall include ice fishing on a lake, any and all risks associated with being on ice, wood stove, propane heating and cook surfaces, any and all risks associated with fire, burns, snowmobiling, snowshoeing, cross-country skiing, dog sledding, sleigh rides, wagon rides, wilderness hiking, guided tours, transportation with side by side or travel to or from the parking lot or marshalling areas, back country travel, orientation or instructional sessions, and all other such activities, programs, events and services in any way connected with or related to these activities or provided, sponsored or organized by the Operator.

**SAFETY**

**Snowmobiling:** I understand that, for my safety, I should wear a helmet while participating in snowmobiling. I am aware that there are technicians available to answer questions I may have as to the proper use of the snowmobile. I am also aware that loose straps and clothing may become caught in the snowmobile during operation.

**Cross-Country Skiing and Snowshoeing:** I understand that the boot/binding system for this equipment is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

**HEALTH:** I understand that participation in adventure activities may involve physical exertion which may place unusual stresses on the body and may activate or aggravate pre-existing physical injuries, conditions or congenital defects. I understand that I should seek medical advice if I have any concern about my medical condition or fitness to participate in adventure activities.

**EQUIPMENT:** I accept full responsibility for any equipment supplied to me by the Operator, and agree to pay for any damage to the equipment and replace the equipment at full retail value if lost or stolen.

**INSURANCE:** I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in adventure activities.

**ASSUMPTION OF RISKS**

I am aware that my participation in adventure activities involves many risks, dangers and hazards, which could result in damage, loss, physical injury or death. Some of these risks, dangers and hazards include, but are not limited to:

- **Avalanches:** I am aware that avalanches occur frequently in the alpine terrain used for adventure activities and may be caused by natural forces or persons. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for adventure activities or whether an avalanche may occur.
- **Alpine Terrain:** The alpine terrain used for adventure activities is uncontrolled, unmarked, not inspected and contains many risks, dangers and hazards, including but not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks, lakes, rivers; rocks, boulders, forest dead fall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snowcat roads, road banks, cut-banks, fences, and other man-made structures. I acknowledge that there is a possibility of becoming lost or separated from the guides or other participants.
- **Weather:** Weather conditions in the alpine terrain used for adventure activities is unpredictable, may be extreme and can change rapidly without warning, making alpine travel hazardous.
- **Use of Equipment:** Risks, dangers and hazards include mechanical failure of the equipment; negligent design, manufacture, selection, installation, maintenance or adjustment of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the outfitting or use of the equipment; loss of balance, or difficulty or inability to control my speed and direction while using the equipment; flipping or rolling of the snowmobile; failure to use or operate the equipment within my own ability or within designated areas.
- **Animals:** There is a risk of encounters with domestic animals such as dogs, and wildlife including bears, cougars and wolves.
- **Collisions:** Collisions with natural or man-made objects may occur, such as collision with tree stumps, forest deadfall, rocks, other snowmobiles, snowcats, motorized vehicles, or equipment, and other participants or persons.
- **Transportation and travel:** Additional risks are posed by transportation to the trailhead or marshalling areas, including travel on highways, back country roads, logging roads and snowcat roads.
- **Proximity and Communication:** Communication in the alpine terrain is difficult and in the event of an accident, rescue or medical treatment may not be readily available.
- **My conduct and conduct of other persons:** I acknowledge that such conduct, including my negligence and negligence of other participants and persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of adventure activities, some of which are referred to above.

Despite these and other risks, dangers and hazards of adventure activities, and fully understanding such risks, dangers and hazards, I wish to participate in adventure activities with the Operator, and I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.