

**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!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL PARTICIPATION IN ACTIVITIES (FOR A PERIOD OF 6 MONTHS FROM THE DATE OF SIGNING THIS AGREEMENT) [OR DURING THE 2025 SEASON]

I Agree (Signature of Participant)

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

Name:	Last:	First:	Date of birth:
Address	Street:		City:
	Prov/State	Country	Postal Code
	Telephone::	Emergency Contact:	Email:

DEFINITION

In this agreement the term "Activities" includes all activities, events, services and use of equipment and facilities, provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including, but not limited to: canyoneering; mountaineering; rock climbing; hiking; rappelling; belaying; diving; swimming; cliff jumping; pool jumping; natural water sliding; off-road jeep safaris; wild life viewing; white water rafting; backcountry travel; use of equipment, either rented or loaned; surface or air transportation; demonstrations; orientation, training and instruction sessions, seminars and courses; and all other such activities, events or services in any way connected with or related to Activities.

ASSUMPTION OF RISKS

I am aware that participating in Activities involves risks, dangers and hazards including the risk of head injury, paralysis and death. The risks, dangers and hazards also include, but are not limited to: travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, waterfalls, ponds and lakes; strong currents and rapids; variable and unknown water depths; steep slopes, cliffs, undercut and eroded riverbanks; slips, trips and falls on surfaces and from heights; loss of balance; cuts and abrasions; failure of climbing and rappelling equipment including ropes, harnesses, slings, anchor points, climbing holds, or any other equipment associated with or related to climbing, rappelling and belaying; failing to climb, rappel or belay safely or within one's own ability; slippery and difficult ground and travel conditions; extreme variation in terrain and trails; drowning; exposure to contaminants in water; tipping of rafts or vehicles; being ejected from a raft or vehicle; incomplete warnings or instructions; hypothermia due to exposure to very cold water; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, and lack of fitness; becoming lost or separated from the guide or instructor; encounters with domestic animals including dogs, and wildlife, including bears and cougars; negligence on the part of instructors, guides and other persons; infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact; negligent first aid or evacuation following an accident; transportation accidents; and **NEGLIGENCE 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 CANYONING ACTIVITIES.

Communication during Canyoning Activities is difficult, and in the event of an accident, rescue and medical treatment may not be readily available.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH ACTIVITIES, AND I AGREE I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I FURTHER AGREE MY PARTICIPATION IN ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISK.

I Agree (Signature of Participant)

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COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN CANYON-
ING ACTIVITIES**

I Agree (Signature of Participant)

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES allowing me to participate in Activities and permitting my use of their services, equipment and facilities, 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 any aspect of my participation in Canyoning 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 THE OCCUPIERS' LIABILITY ACT, RSA 2000, c O-4, 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 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 Canyoning 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 Release Agreement shall be governed by and interpreted solely in accordance with the laws of Alberta and no other jurisdiction;
- 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; and
- 6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the Participant and Releasees' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted..

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 Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Signed this _____ day of _____, 20____.

Signature of Participant:
Signature of Parent or Legal Guardian if participant is under age 18
Please print name of Parent/Legal Guardian

Signature Witness
Please print name of witness clearly