CALGARYCANOETRIPS.CA (ROYCE WILLIAMS)

ADVENTURE ACTIVITIES

RELEASE OF LIABILITY, WAIVER OF CLAIMS,

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT 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

TO: CALGARYCANOETRIP.CA and its owners, (ROYCE WILLIAMS), directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns, and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA (all of whom are hereinafter collectively referred to as the "Releasees").

In this Release Agreement the term **"Adventure Activities"** shall apply to all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: river rafting, kayaking and canoeing; swiftwater rescue training; swimming; hiking; cliff jumping; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instruction sessions; all transportation or travel to and from the river or lake; loading and unloading of vehicles, rafts, kayaks and canoes; and all related activities.

ACKNOWLEDGEMENT – ADVENTURE ACTIVITIES SAFETY

I acknowledge that I have been advised to wear a personal floatation device while canoeing. Instruction as to the proper use of the personal floatation device is available from the guides. I am aware that river canoeing may involve sudden, violent and unexpected movement of the canoe, which may result in injury or aggravation of previous injuries. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities.

ASSUMPTION OF RISKS

I am aware that Canoe Activities involve many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river or lake; slips, trips and falls; the overturning or upsetting of the canoes; sudden, violent and unexpected movement of the canoe; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from the canoe into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; exposure to infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; and negligence of other participants. **Communication on the river or lake is difficult, and in the event of an accident, rescue and medical treatment may not be available**.

I AM ALSO AWARE THAT THERE IS A RISK OF 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 ADVENTURE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in Adventure Activities and permitting my use of their equipment, vehicles, parking and other facilities, 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 THE *OCCUPIERS' LIABILITY ACT*, R.S.A. 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 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.The 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; 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 Adventure Activities, other than what is set forth in this Release Agreement.

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

Name	Last	First	Age	Weight
Address	Street		City	
	Prov/State	Country	Postal Code	Phone #:

Date	Signature of Parent/Guardian if participant is under 18 years of age
Signature of Participant	Signature of Witness
Print Name of Participant	Print Name of Witness