

**CANMORE RIVER ADVENTURES LTD.**

**WAIVER & RELEASE OF LIABILITY**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING  
THE RIGHT TO SUE OR CLAIM COMPENSATION  
(the "Release Agreement")

Participant's Initials

Participant's / Legal guardian's information (the "Participant")

First name:	Last name:
Street address:	City:
Province / State:	Postal / Zip code:
Country:	Email address:

**TO: CANMORE RIVER ADVENTURES LTD. and its directors, officers, employees, guides, agents, representatives, volunteers, Independent contractors, subcontractors, successors and assigns (collectively, the "Releasees").**

All Participants UNDER THE AGE OF EIGHTEEN (18) must have their PARENT or LEGAL GUARDIAN sign the liability waiver. Participants must be a minimum of 30lbs (13.7kg) in weight to participate in the Activities to safely fit our smallest PFDs (personal floatation devices). It is the sole responsibility of the Parent or Legal Guardian of the minor to ensure that they are of the minimum weight of 30lbs (13.7kg) and the Parent or Legal Guardian hereby releases the Releasees from any obligation to verify the minimum weight. Minors who show up without a properly signed waiver (by their PARENT OR LEGAL GUARDIAN) will not be allowed to participate.

**ASSUMPTION OF RISKS**

**I am aware that float trips and rafting (hereinafter collectively referred to as "the Activities") involve many risks, dangers and hazards including, but not limited to** accidents which may occur during travel to and from the site, forces of nature or other causes, guide decision making, including that a guide may misjudge terrain, weather or river route location, and water level, risks of falling out of the raft and drowning, encounters with domestic and wild animals, including but not limited to dogs, elk, bears and cougars, hypothermia, equipment malfunction, shock, stress or other injury to the body while engaged in the Activities, bodily injury, death, negligence on the part of other persons, illness or trauma, the proximity of medical care which may or may not be readily available 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 THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I acknowledge that the Activities may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES 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.**

Participant's Initials

## **PHOTO/VIDEO RELEASE**

I consent to photographs/video being taken of me during my participation in the Activities, and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

## **MEDICAL CONDITION**

I understand that it is my sole responsibility to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the Activities. I will disclose any medical conditions and/or prescriptions to the Releasees prior to engaging in Activities, notwithstanding such disclosure to the Releasees, it is my sole responsibility to ensure that I am able to participate in the Activities and I hereby waive any and all claims and release the Releasees from all liability in connection with determining whether I am medically able to participate in the Activities.

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

In consideration of the Releasees agreeing to my participation in the Activities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS 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 the 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 (ALBERTA) ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

Participant's Initials

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 the 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; and
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 the Province 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 the Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND 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.

Participant's Signature: (Parent / Legal Guardian if signing for a minor)	Date:
Participant's Printed Name: (Parent / Legal Guardian if signing for a minor)	
Witness Signature: (Canmore River Adventures Ltd. staff member ONLY)	Date:

