

**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**

PLEASE READ CAREFULLY!

INITIAL

TO: Cloud Nine Mountain Adventures Incorporated o/a Cloud Nine Guides Inc., HIS MAJESTY THE KING in Right of the Province of Alberta and their respective directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

Name	Last	First	Date of Birth (DD/MM/YYYY)
Address	Street		City
Prov/State	Country	Postal/Zip Code	
Phone No.	Email		

DEFINITION

In this Release Agreement the term "**River Activities**" shall apply to all activities, events, services and provision of equipment provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: boating trips; fishing; rafting; scenic nature floats; hiking; swimming; use of watercraft; use of safety equipment including personal floatation devices, orientation and instruction sessions; all transportation or travel to and from the river; loading and unloading of vehicles, boats and rafts; food and beverage; and all related activities.

ACKNOWLEDGEMENT – RIVER SAFETY

- I have been advised to use a personal flotation device when river rafting. I acknowledge that use of a personal flotation device is mandatory while river rafting in waters classified as Class II or greater.
- I agree to comply with all applicable provincial and federal laws and regulations relating to mandatory use of personal flotation device while participating in River Activities.

ASSUMPTION OF RISKS

I am aware that participating in River Activities involves many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river; slips, trips and falls; the overturning or capsizing of boats; sudden, violent and unexpected movement of the boat; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; impact or collision with rocks, trees, logs, deadfall or powerboats; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; changing weather conditions including storms, high wind and lightning; accidents while fishing and hiking; miscellaneous health problems related to over-exposure to water, the sun, insect bites, fatigue, stress, dehydration, exertion and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; becoming lost or separated from one's guide or party; failure to act safely or within one's ability or stay within designated areas; negligent first aid; and negligence of other participants. Participants may become lost or separated from their guide or party. 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 RIVER ACTIVITIES.

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

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in River Activities and permitting my use of their equipment, 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 River 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 RIVER 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 River 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; 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.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

I agree

I acknowledge that 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 the River Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Date

Signature of Participant

Signature of Parent/Guardian if under 18 years of age

Signature of Witness