

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISK AGREEMENT AND INDEMNITY AGREEMENT**

Initials

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: BANFF TRAIL RIDERS INC. and its directors, officers, shareholders, employees, guides, instructors, agents, representatives, independent contractors, subcontractors, suppliers, hosts, successors and assigns and His Majesty the King in Right of Canada **(all of whom are collectively referred to as the "Releasees")**

ASSUMPTION OF RISKS

I am aware that my participation in any overnight backcountry lodge trips, sleigh rides, horse/equine activity (such as horse riding trips and riding lessons) and any related activity such as social events and meetings whether formally or informally organized by any of the Releasees (the "Activities"), **involve many risks, dangers and hazards including but not limited to:**

- a) **Horse Drawn Sleighs** – injury or death caused from horse drawn sleighs or similar conveyances, sleigh equipment failure, accessing and exiting sleighs, loss of control of a horse drawn sleighs and impact with other vehicles or natural or man-made objects.
- b) **Winter travel to or from Backcountry Lodges** – injury or death caused while travelling to or from a backcountry lodge in winter, including travel by cross-country skiing, walking, snowshoeing, biking or by mechanized transport.
- c) **Mountainous and Steep Terrain** – injury or death caused from travelling in mountainous terrain that has inherently dangerous natural obstacles and hazards including creek and river crossings, steep trails that may not have been travelled previously and are not regularly patrolled or examined, rocks and boulders, tree wells, tree stumps, forest deadfall, holes and depressions and snow, ice and slippery conditions.
- d) **Horseback Riding** – injury or death caused from riding a horse including falling from a horse, being dragged by a horse, being kicked or crushed by a horse, impact or collision with another horse or natural or man-made objects, injury resulting from a horse being spooked or frightened.
- e) **Separated and Lost** – injury or death caused from becoming lost or separated from the trails, guides, from other participants whether or not I may have received directions or instructions from any of the Releasees.
- f) **Weather** – injury or death caused by changing weather conditions, high winds, onset of darkness, freezing temperatures and other weather conditions which can be extreme in mountainous areas and can change rapidly without warning.
- g) **Illness** – injury or death caused by altitude, untreated water, food poisoning, allergies or due to the difficulty of maintaining hygiene.
- h) **Proximity to Medical Care** – injury or death caused by lack of proximity to medical care which may not be readily available or effective.
- i) **Negligence** – injury or death caused by the conduct, including negligence, of other participants or the Releasees, **and 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 referred to above.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS 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 allowing me to participate in the Activities and in consideration of the Releasees permitting me to enter upon facilities and premises operated by the Releasees, and for other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), 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 the ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT RSA 2000 c O-4**, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

Initials

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to any third party Including death) resulting from my participation in any ACTIVITIES.
3. That this Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.
4. That 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 no other jurisdiction.
5. That if any provision of this Release Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Release Agreement shall not be affected thereby and each provision shall be separately valid and enforceable.
6. That 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.
7. That in entering into this Release Agreement I am not relying upon any oral or written representation 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.

Signed this _____ day of _____ 20_____

NAME (Print Name Clearly) *	Signature *
Witness Name (Print Name Clearly) *	Signature of Witness *