

**ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, INDEMNITY AGREEMENT AND RELEASE OF LIABILITY
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SO PLEASE READ CAREFULLY**

Initial _____

Name of Participant:

Mailing Address:

City:

Country:

Postal Code:

TO: CANADIAN CANYONING LTD. operating as Rocky Mountain Canyoning and Stormwater Adventure Specialists (hereinafter referred to as the "Operators"), HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF ALBERTA (hereinafter referred to as "the Province of Alberta").

DEFINITION

Initial _____

In this agreement the term "Canyon Activities" shall include all activities in any way related to the walking, scrambling, rappelling, climbing, sliding, jumping, swimming and paddling including but not limited to, orientation and instruction sessions, transportation or travel to and from the location, loading and unloading of vehicles, carrying of equipment and all recreational activities offered (hereinafter referred to as the "Activities").

ACKNOWLEDGMENT- CANYONING SAFETY

Initial _____

I acknowledge that I have been advised I must wear the appropriate safety equipment while participating in the activity. Instruction in the proper use of the equipment is available from the Operators. I am aware that the physical exertion required by Canyoning, walking, swimming, scrambling and forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities. I acknowledge I will not be under the influence of drugs or alcohol while participating in the Activities.

ASSUMPTION OF RISKS

Initial _____

I am aware that the Canyoning Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation to and from the location; falls, trips and slips; sudden violent and unexpected collapse of natural features at the location and from above; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water, falling into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other participants, and other equipment; encounters with domestic and wild animals; inclement weather; high winds; equipment failure; variation of water conditions, surfaces and currents; and negligence of other participants. I am also aware that travel within the canyon and to and from the canyon, swimming and water related travel involve many risks dangers and hazards, including but not limited to: becoming lost or separated from the party; rock slides; rapid and extreme changes in weather conditions; and negligence of other participants. Communication in the canyon 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 **NEGLEGINCE ON THE PART OF THE OPERATORS, INCLUDING FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Initial _____

In consideration of THE OPERATORS agreeing to my participation in the Activities and permitting me use of equipment and vehicles (hereinafter referred to as the "facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future THE OPERATORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS 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 canyon 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, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES.
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability from any property damage or personal injury to any third party resulting from my participation in Canyoning Activities;
- That this Agreement shall be affective and bringing upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- That this Agreement shall be governed by and interpreted in accordance with the laws of the **Province of Alberta**;
- That any litigation involving the parties to this Agreement shall be brought within the **Province of Alberta**;
- That I authorize any **medical treatment** to be performed on me deemed necessary for any injury suffered during participation in Canyoning Activities;
- That I agree to pay all costs and expenses associated with rescue and medical treatment of myself;
- PHOTO RELEASE-** I consent to photographs taken of me during participation in the Canyoning Activities, and to the publication of the photographs by the Operators for advertising, promotional and marketing purposes;
- MARINE LIABILITY ACT:** The Marine Liability Act S.C.2001,c 6 may limit the liability of the Operators in the event of an accident resulting in injury or death.

In entering into this Agreement I am not relying on any oral or written representation of statements made by the Releasees with respect to the safety of Canyon Activities, other than what is set forth in this Agreement.

I CONFIRM THAT I AM 18 YEARS OR OLDER, HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this:

_____ day of _____, 20_____.

Signature of Participant:

Witness:

Print Name of Witness: