

WARNING – LIABILITY RELEASE, INDEMNITY
AND ASSUMPTION OF RISK AGREEMENT
PLEASE READ CAREFULLY!

(The Banff Lake Louise Tourism Bureau)

INITIAL

NAME:			
ADDRESS:			
CITY/TOWN:			
PROVINCE/STATE:		COUNTRY:	
POSTAL/ZIP:		PHONE:	
EMAIL:			

TO: The Banff Lake Louise Tourism Bureau its directors, officers, managers, employees, agents, members, instructors, volunteers, independent contractors, subcontractors, representatives, successors and assigns **(all of whom are collectively referred to as the RELEASEES”)**

DEFINITIONS: In this agreement the term the “**EVENT**” means the event you are participating in organized or sponsored, in whole or in part, by the Releasees and all related activities including individual tasks associated with the Event and all gatherings, presentations, competitions, orientations, briefings, camps, and other activities.

STATEMENT OF HEALTH: I have the necessary fitness and health to participate in the Event. I am in good health. I have not been advised or instructed by any medical practitioner that I should not be doing and rigorous physical exercise or participating in the Event.

ASSUMPTION OF RISKS: I am aware that participation in the Event involves many risks, dangers and hazards some of which include:

- a) **Mountainous and Steep Terrain** - injury caused from Event participation in mountainous terrain that has inherently dangerous natural obstacles and hazards including steep trails that may not have been travelled previously and are not regularly patrolled or examined.
- b) **Collision** – impact or collision with rocks, other persons participating in the Event and outside of the Event, collision or impact with trees, logs, floating debris, dead fall, fences, man made objects; collision with other participants and vehicle traffic.
- c) **Changing Weather Conditions** - changing weather conditions, wildlife; high winds, exposure to temperature extremes, fire bans/closures, insects and insect bites.
- d) **Rigorous Exercise** - involving intense, vigorous and sustained physical exercise that can result in cardio-respiratory failure, fluid and potassium loss, tense and strained muscles, loss of flexibility or failure to exercise safely or within ones abilities.
- e) **Winter Conditions** – avalanches, exposed rock and ice, tree wells, forest deadfall, the condition of snow or ice on or beneath the surface, variable and difficult snow conditions, frozen streams, creeks and exposed holes in the snow pack; cliffs, crevasses, icy dangerous roads and failure to stay within designated areas.
- f) **Equipment Operation**- equipment failure, loss of control, vehicle collision.
- g) **Signage and Maps** - signage and maps that are not clear, are missing important details or not used properly.
- h) **Negligence** - negligence of other Event participants, Event spectators or the Releasees.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE EVENT AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE EVENT AND THE POSSIBILITY OF PERSONAL INJURY, DEATH. PROPERTY DAMAGE OR LOSS RESULTING THERFROM

RELEASE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES accepting my application to participate in the EVENT 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 arising out of any aspect of my participation in the EVENT 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 during my participation in the EVENT, 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**, 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;

- 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 EVENT.
- 3. This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction.
- 5. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta as applicable.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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_____

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

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY ALL PARTICIPANTS PRIOR TO PARTICIPATING IN THE EVENT