

# RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED → INITIAL →**

Participant	LAST NAME		FIRST NAME		DATE OF BIRTH	AGE
					DD/MMM/YYYY	
Address	STREET		CITY	STATE/PROV	COUNTRY	POST/ZIP CODE

**TO:** the Operators ROCKY MOUNTAIN RIVER GUIDES LTD., JASPER'S WHITEWATER RAFTING COMPANY LTD., 1592166 ALBERTA LTD. and the Directors, Employees, Representatives, Officers, Agents, Guides, Instructors, Independent Contractors, Subcontractors, Representatives and Servants of the Operators (hereinafter referred to collectively as "Releasees")

In this agreement, the term "Activities" shall include all activities in any way related to river rafting or transport on water including but not limited to orientation and instruction sessions, transportation or travel and loading and unloading of vehicles.

I acknowledge that I have been advised that I must wear a life jacket and that the physical exertion required in the Activities can aggravate pre existing injuries, conditions, symptoms and congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with participation in the Activities.

### ASSUMPTION OF RISK

I hereby for myself, my personal representatives, heirs, successors and assigns, acknowledge and agree that in consideration of being permitted to participate in the Activities, **RELEASE** and **WAIVE** as against the Releasees and all parties and their agents any and all claims and causes of action arising or to arise in respect to any and all personal injury, death or property loss which I may suffer as a result of or in any way connected to my participation in the said Activities.

I do hereby further acknowledge and agree:

1. That these Activities may be dangerous, exposing the participants to risks and hazards, including overturning or upsetting of rafts, hypothermia due to exposure to very cold water, entrapment by trees, rocks or equipment and encounters with wild animals, some of which are inherent in the nature of the Activities, some of which may arise through the use of equipment and apparatus, and some of which may arise by human error and negligence on the part of other people involved in preparing, organizing, staging or participating in the activities.
2. That as a result of the said risks and hazards I may suffer serious personal injury, even death, as well as property loss.
3. That I freely and voluntarily assume all of the aforesaid risks, whether foreseeable or not, and confirm that my participation in the said activities shall be entirely at my own risk.
4. That I agree that as a precondition to my participation in any of the Activities, and in consideration of the Operator allowing me to do so, to be strictly bound by the terms of this **RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**.
5. That I hereby **WAIVE** any and all claims which I may have against the Releasees and **RELEASE** the Releasees from all liability for injury, death, property damage or any other loss sustained by me as result of my participation in any of the activities, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of the Operator or the Releasees. I further agree to **INDEMNIFY** the Operator and Releasees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any action, lawsuit or claim I may bring against them.
6. That I acknowledge and agree that this Agreement applies whether the Operator or Releasees are at fault or not and it limits the liability of the Corporation's Employees to the same extent as it limits the liability of the Corporation, even though the Corporation's Employees are not formal parties to this Agreement. I understand that the Corporation, in securing execution of this Agreement by me, is acting as agent or trustee on behalf of or for the benefit of the Corporation's Employees, who shall to this extent be or be deemed to be parties to this Agreement.
7. That I have carefully read this **RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**, that I fully understand same, and that I am freely and voluntarily executing same.
8. I consent to the use by the Operator of any photographs taken of me during the Activities.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE THE CORPORATION OR THE CORPORATION'S EMPLOYEES.**

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature of Witness

Signature of Participant (or of Parent/Guardian if Participant is under age 19)

Please Print Name of Witness

Please Print Name of Participant (or of Parent/Guardian if Participant is under age 19)

