

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

TO: **Jasper Hikes & Tours Inc.** (the “**Operator**”) and the Directors, Employees, Representatives, Officers, Agents, Guides, Instructors, Independent Contractors, Subcontractors, Representatives and Servants of the Operator

(Hereinafter referred to collectively as “**Releasees**”)

In this agreement, the term “**Activities**” shall include all matters in any way related to ice walks, guided hikes or walks and van tours that involve the Operator or other Releasees including, but not limited to, orientation and instruction sessions, transportation or travel and loading and unloading of vehicles.

ACKNOWLEDGEMENT AND SAFETY

_____ initial

I acknowledge that I have been advised to wear a helmet during ice walks 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

_____ initial

I am aware that the Activities involve many risks, dangers and hazards, both known and unknown, including but not limited to: accidents which occur during the Activities including walking on ice and in mountainous terrain, both on and off trail, rockfall, icfall, snowfall, river crossings, accidents or illness in remote places without access to medical facilities, encounters with domestic or wild animals, infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact and NEGLIGENCE ON THE PART OF THE OPERATOR AND THE OTHER RELEASEES AND OTHER CUSTOMERS OF THE OPERATOR INCLUDING THE FAILURE BY THE OPERATOR AND RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES. I am aware that the risks, dangers and hazards contribute to the enjoyment of the Activities and I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Operator agreeing to my participation in the Activities and permitting my use of its equipment, vehicles, parking 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 have in the future against the Operator, and/or Directors, Employees, Representatives, Officers, Agents, Guides, Instructors, Independent Contractors, Subcontractors, Representatives and Servants of the Operator from any and all liability for any loss, damage, expenses or injury, including death, that I may suffer as a result of my participation in the Activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, IMPRUDENCE, LACK OF SKILL OR ERROR OF JUDGEMENT BY ANY OF THE RELEASEES, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO HEREIN.**

2. I further agree to INDEMNIFY the Operator and the other 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. This Agreement shall be governed by the Laws of the Province of Alberta and any litigation involving the parties hereto shall be brought in the Province of Alberta.

3. In entering this agreement, I am not relying on any oral or written agreement or statements made by the Operator or any of the other Releasees with respect to the Activities, other than what is set forth herein.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE THE OPERATOR OR ANY OTHER RELEASEES AND THAT IT WAIVES THE LEGAL RIGHTS WHICH I (OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTANTIVES) MAY HAVE AGAINST THE OPERATOR AND/OR THE OTHER RELEASEES.

Dated at Jasper, Alberta, this ____ day of _____,

Witness (sign here)

Participant (sign here)

Participant (print name clearly here)

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18)

This is to certify that I, as parent/guardian, with legal responsibility for this participant do consent and agree to his/her release as provided above, of the Operator, and all of the other Releasees, and for myself my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless Operator and all other Releasees from any and all liabilities incident to my minor's involvement or participation in the Activities above, EVEN IF ARISING FROM THE OPERATOR'S, OR ANOTHER RELEASEES' NEGLIGENCE.

Witness (sign here)

Parent/guardian (sign here)

Parent/guardian (print name clearly here)