

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR
BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION
FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

This Release Agreement Shall Apply to All Future Participation in Wilderness Activities

SIGNATURE OF GUEST

Last Name		First Name		Age
Email Address			Telephone	

TO: YAMNUSKA INC. Operating as YAMNUSKA MOUNTAIN ADVENTURES; HIS MAJESTY THE KING IN RIGHT OF CANADA; and their respective directors, officers, employees, guides, apprentice guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

DEFINITION

In this Release Agreement, the term **"wilderness activities"** shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including, but not limited to:

<ul style="list-style-type: none"> mountaineering, hiking, rock climbing, ice climbing, dry tooling, high altitude climbing, expeditions, trekking, glacier travel 	<ul style="list-style-type: none"> camping or overnight stays in the outdoors, transportation, accommodation, food and beverage, and water supply 	<ul style="list-style-type: none"> travel by or movement around helicopters and other aircraft, watercraft, snowcats, snowmobiles, or other vehicles
<ul style="list-style-type: none"> ski touring, alpine skiing, nordic skiing, telemark skiing, snowboarding, snowshoeing 	<ul style="list-style-type: none"> mountain biking, horseback riding, teambuilding initiatives, fitness and exercise classes 	<ul style="list-style-type: none"> swimming, boating, canoeing, kayaking, fishing, watersports, river crossings

ASSUMPTION OF RISKS

I understand that participation in wilderness activities can be both physically challenging and will expose me to many risks, dangers and hazards, including but not limited to:

<ul style="list-style-type: none"> Steep terrain where a fall, whether roped or un-roped, may cause serious injury or death; loss of balance, slips, trips and falls; impact or collision with other persons 	<ul style="list-style-type: none"> Avalanches caused by natural forces or by persons travelling through the terrain; snow immersion
<ul style="list-style-type: none"> Cornices; crevasses; seracs; cliffs; rockfall; Icefall; variable and difficult snow conditions; trees, tree wells, tree stumps, forest dead fall; rocks; creeks, lakes 	<ul style="list-style-type: none"> Violent and unpredictable weather including lightning which may prevent or restrict travel
<ul style="list-style-type: none"> Capsizing or overturning of watercraft; hypothermia due to exposure to very cold water; entrapment by trees, logs, rocks or equipment; falling from the watercraft; and drowning 	<ul style="list-style-type: none"> Communication in the remote terrain may be difficult and in the event of an accident, rescue and medical treatment may not be readily available
<ul style="list-style-type: none"> Accidents which occur during transportation or travel to and from the wilderness location 	<ul style="list-style-type: none"> Equipment failure including equipment associated with or related to climbing and skiing: rappelling and belaying
<ul style="list-style-type: none"> Effects of high altitude including pulmonary edema and cerebral edema 	<ul style="list-style-type: none"> Encounters with or exposure to dangerous or poisonous flora and fauna
<ul style="list-style-type: none"> Encounters with domestic and wild animals including bears, cougar, sheep, elk and moose 	<ul style="list-style-type: none"> Infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact
<ul style="list-style-type: none"> Becoming lost or separated from one's party or guide; 	<ul style="list-style-type: none"> Burns from fires, stoves, hot food or liquid
<ul style="list-style-type: none"> NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES. 	

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SIGNATURE OF GUEST

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities 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 wilderness 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;
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 wilderness activities;
3. This Release 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 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 Alberta and no other jurisdiction; and
5. 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 that province.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT 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.

I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES WITH THE RELEASEES.

Date	Signature of Parent or Guardian if Guest is under age 18		
Signature of Guest	Signature of Witness		
Print Name of Guest	Print Name of Witness		

Address	Street		Postal/Zip Code
	City	Prov/State	
Emergency Contact:		Emergency Contact#	