

**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***

Initial

|                |            |  |         |  |                 |
|----------------|------------|--|---------|--|-----------------|
| <b>Name</b>    | Last       |  | First   |  | <b>Age</b>      |
|                | Street     |  | City    |  |                 |
| <b>Address</b> | Prov/State |  | Country |  | Postal/Zip Code |
|                | Telephone  |  | Email   |  |                 |

**TO: The Lodge at Bow Lake Ltd., His Majesty the King in Right of Canada,** and their respective directors, officers, employees, guides (including but not limited to apprentice, ski and alpine guides), instructors, agents, independent contractors, subcontractors, volunteers, 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 but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding and snowshoeing; touring, ski and snowboard touring; mountaineering; ski and snowboard mountaineering; rock climbing and ice climbing; trekking; backcountry travel; guided tours; glacier travel; hiking; cycling; camping or overnight stay in the outdoors; kayaking and canoeing; fishing; paddle boarding; swimming; sail boating; water based activities; and all activities, services and use of facilities (including the lodge, other buildings, including but not limited to the generator and/or other mechanical rooms, restaurants, cafes and the sauna,) either provided or arranged by the Releasees including orientation and instructional, courses, sessions and classes, transportation, accommodation, food and beverage, water supply and equipment.

**ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL AND WEATHER**

I am aware that participation in wilderness activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain and bodies of water used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow or road surface; variable and difficult snow conditions; lightning; effects of high altitude including pulmonary edema and cerebral edema; snow immersion; equipment failure including equipment associated with or related to climbing, rappelling, belaying and water based activities; encounters with dangerous or poisonous flora and fauna; impact, collision or interactions with other persons or animals; becoming lost or separated from one's party or guide; loss of balance, slips, trips and falls; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; debris in water; water currents; flooding, water borne disease; change in water temperature and/or level; death; personal injury including but not limited to sprains, strains, shock, stress, nausea, food borne illness; diarrhea, burns, cuts, abrasions, fractured or broken bones, impalement, drowning, hypothermia; loss of limbs; frostbite; sunstroke, sunburn, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body; encounters, interactions, collisions and/or altercations with other participants in the Activities and/or other attendees, employees, volunteers, contractors, directors and/or officers of the Releasees; negligence of other persons; and **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.**

Communication in the backcountry, mountainous and alpine terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Weather conditions may be extreme and can change rapidly and without warning.

**NOTICE TO SNOWBOARDERS, SNOWSHOERS AND TELEMAR SKIERS - INCREASED RISK**

Unlike alpine ski boot/binding systems, snowboard, snowshoe 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.

**ALCOHOL AND DRUGS.** The undersigned hereby agrees that alcohol and drugs will impair judgment and reduce my ability to effectively manage the risks of engaging in, observing or in any way participating in the wilderness activities. Alcohol, non-prescription drugs or medications are not permitted by the Releasees to be consumed either prior to or during the wilderness activities. Furthermore, in the event the undersigned consumes alcohol or non-prescription drugs or medication prior to or during the wilderness activities, even if it is alcohol offered and served by Releasees during the wilderness activities and even in the event of negligence by the Releasees, the undersigned assumes full responsibility and liability for any injury, damage, expense or loss in any way related to, connected or associated with the undersigned's consumption of alcohol or non-prescription drugs or medication and will indemnify the Releasees for any and all liability, damage, costs and expense in any way connected to or arising from my consumption of alcohol, non-prescription drugs or medication prior to or during the wilderness activities.

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|---------|
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**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

**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.**

**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 THE **OCCUPIERS' LIABILITY ACT, RSA 2000, c O-4**, 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 Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.
6. To consent to having photos or videos taken of me while participating, observing, attending, being involved in or in any way connected to my involvement with the wilderness activities and to the publication of those photos or videos by the Releasees for advertising, marketing and promotional purposes and to the disclosure of those photos or videos for legal purposes.

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

**I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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.**

|                           |
|---------------------------|
| Date                      |
| Signature of Participant  |
| Print Name of Participant |

|  |
|--|
| Signature of Parent or Guardian if participant is under age 18 |
| Signature of Witness   |
| Print Name of Witness  |