

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

DEFINITION

In this agreement the term "Whitewater / River rafting Activities" shall include all activities in any way related to the river rafting trip, but not limited to, orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles, rafts, camping, hiking, backcountry travel and all recreational activities offered (hereinafter referred to as "The Activities").

ACKNOWLEDGEMENT - WHITEWATER / RIVER RAFTING SAFETY

I acknowledge that I have been advised to wear a helmet and lifejacket while river rafting. Instruction in the proper use of the helmet and lifejacket is available from the guides. I am aware that the physical exertion required by river rafting and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with river rafting. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in these activities.

ASSUMPTION OF RISKS Initial Here _____

I am aware that Whitewater / River rafting Activities involve many risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of rafts or boats; sudden violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water; falling from the boat or raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters and rafters. I am also aware that hiking, camping and back country travel involve many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; negligence of other participants. Communication in the backcountry terrain is difficult, and in the event of an accident; rescue and medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT Initial Here _____

In consideration of THE OPERATORS agreeing to my participation in the Whitewater / River rafting Activities and permitting my use of its equipment, vehicles, parking and other river rafting facilities (hereinafter referred to as the "rafting facilities"), 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 OPERATORS AND THE PROVINCE, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as 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 River Rafting 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE RIVER RAFTING ACTIVITIES 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 Whitewater Activities;
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and
- 5. That any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.
- 6. **PHOTO RELEASE** – I consent to photographs taken of me during my participation in the Activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

MARINE LIABILITY ACT:

The Marine Liability Act, S.C.2001,c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death. 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 Whitewater Activities, 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, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

(Signature of Participant)

Date

Witness

MINORS: I, _____ am the legal guardian of the above minor and I have read and understood this ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE OF LIABILITY & INDEMNITY CLAUSE. On behalf of the above minor, I consent to the terms of this document and give my consent for the minor to participate in all activities on a trip with Wild Blue Yonder.

(Signature of Legal Guardian of Minor)

Date

Witness

PERSONAL DATA AND MEDICAL FORM

Please fill out the following. Your full name and address are required for legal purposes, so please print legibly. Guests filling out the complete form will be entered in an annual draw for a free trip for 4 on the Sulphur River.

FIRST and LAST NAME: please print _____ Age: _____

Name of Guardian if guest is a minor _____

Full Mailing Address _____

_____ Postal Code _____

How did your GROUP ORGANIZER hear about Wild Blue Yonder? _____INTERNET _____RADIO _____FAMILY / FRIEND
_____YELLOW PAGES _____BROCHURE _____BILLBOARD/SIGNS _____WENT BEFORE _____TOURISM CENTRE
_____TRAVEL ALBERTA _____OTHER (please describe): _____

What other services will you use during your stay in Grande Cache? _____RESTAURANT _____ACCOMMODATION
_____GAS _____CAMPGROUND _____TRAILS _____OTHER ADVENTURE _____TOURISM CENTRE _____REC CENTRE

Why did you visit Grande Cache? _____TO GO RAFTING _____TO SEE AREA _____GO CAMPING _____SEE FAMILY/ FRIENDS
_____FOR WORK _____TRAVELLING THROUGH _____WITH SCHOOL GROUP _____OTHER (please describe) _____

We want your trip to be as safe as possible. Should an emergency arise, it will be helpful to have medical information. Questions are optional, but the more we know, the better we can help!

Emergency Contact _____

Phone Number _____

Relation to Guest _____

Please list serious **Illness, Injury or Medical Condition** that may affect your performance, safety or the safety of others while on a trip. For example: recent sprains or breaks, epilepsy, diabetes, heart condition or asthma.

If you are taking medication that you may require during the trip, please list and provide an emergency supply.

Please list severe allergies. Guests with deadly allergies must inform us and carry appropriate medical treatments.

HELMET INDICATORS

Guests with serious medical conditions or allergies will be given a discreet sticker to be placed on the front of your helmet. This allows our guides to be aware that you may need extra help during an emergency. Please ask for this sticker if our staff do not provide you with one. Minors whose guardian are not participating: please list information that may be important for us to know.

GUEST DECLARATION

The statements above are true and complete to the best of my knowledge. I hereby authorize Wild Blue Yonder Adventure Tours Ltd. staff to perform first aid or rescue as permitted by their certification level in the event of an emergency. By signing this, I understand that delivery of such first aid/rescue may not prevent injury or death.

Date _____

Signature

Signature of guardian if guest is under 18