

**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 TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY!**

*This Release Agreement Shall Apply to All Future Participation in Wilderness Activities as the term "Wilderness Activities" is hereinafter defined.*

Signature of Client/Student

<b>Name</b>	Last	First	Date of Birth	
<b>Address</b>	Street	City	Prov/State	Postal Code
<b>Contact</b>	Email Address		Phone Number	

To: **Aquabatics Calgary Ltd.** (Splitboard HQ, AQ Outdoors and Roof Racks Calgary) and **Aquabatics Edmonton Ltd.** (Splitboard HQ and Roof Racks Edmonton), **HIS MAJESTY THE KING IN RIGHT OF CANADA; HIS MAJESTY THE KING IN RIGHT OF ALBERTA;** and their 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**")

**WILDERNESS ACTIVITIES**

In this Release Agreement, the term "**wilderness activities**" shall refer to all activities related to services provided by the Releasees including but not limited to: paddlesports, flatwater kayaking, whitewater kayaking, sea kayaking, stand up paddleboarding, canoeing, whitewater rafting, river surfing, swimming, boating, fishing, watersports, river crossings, swiftwater rescue, alpine skiing, nordic skiing, telemark skiing, snowboarding, snowshoeing, splitboarding, hiking, touring, expeditions, trekking, and all activities, services, and use of facilities either provided, arranged, or organized by the Releasees including orientation and instructional sessions, transportation, accommodation, food and beverage supply, and water supply, and all travel by or movement around aircraft, snowcats, snowmobiles, or other vehicles, and camping or overnight stays in the outdoors.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide, instructor, driver, server or host would use under similar circumstances, or breach of any other duty of care imposed by law.

**ASSUMPTION OF RISKS – DROWNING, AVALANCHES, WILDERNESS TRAVEL, WEATHER**

Without restricting the generality of the foregoing I am aware that participation in wilderness activities involves many risks, dangers and hazards, including but not limited to:

<ul style="list-style-type: none"> <li>• Drowning, hypothermia, cold water exposure; whitewater, re-circulating holes, rogue waves, rocks, ledges, undercuts, sweepers, dams, waterfalls, open-water crossings; surf, waves, rip tides, overflows, undercurrents, surf impact, whirlpools, entrapment by trees, logs, rocks or equipment; impact by other boats and boaters which may be caused by but not limited to natural forces or boaters</li> </ul>	<ul style="list-style-type: none"> <li>• Vehicle rollovers, overloaded roof racks, pulling trailers, inexperienced drivers, and hazardous driving conditions may occur in the type of transportation used for wilderness activities and may be caused by but not limited to natural forces or people</li> </ul>
<ul style="list-style-type: none"> <li>• Loss of balance, slips, trips, and falls, steep, rough, and irregular terrain, which may be caused by natural forces or other persons</li> </ul>	<ul style="list-style-type: none"> <li>• Avalanches caused by natural forces or by persons traveling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur</li> </ul>
<ul style="list-style-type: none"> <li>• Cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; snow immersion</li> </ul>	<ul style="list-style-type: none"> <li>• Communication in the remote 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</li> </ul>
<ul style="list-style-type: none"> <li>• Effects of high altitude including pulmonary edema and cerebral edema</li> </ul>	<ul style="list-style-type: none"> <li>• Violent, extreme, and unpredictable weather including lightning which may prevent or restrict travel</li> </ul>
<ul style="list-style-type: none"> <li>• Encounters with dangerous or poisonous flora and fauna; Bear or other wildlife attacks</li> </ul>	<ul style="list-style-type: none"> <li>• Becoming lost or separated from one's party or guide</li> </ul>
<ul style="list-style-type: none"> <li>• Infectious disease contracted through viruses, difficulty maintaining personal hygiene, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact</li> </ul>	<ul style="list-style-type: none"> <li>• Equipment failure; impact or collision with other persons; negligence of other persons; the failure to participate in wilderness activities within one's own ability or within designated areas; human error</li> </ul>
<p><b>• 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 WILDERNESS ACTIVITIES</b></p>	

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**PLEASE READ CAREFULLY!**

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

Signature of Client/Student

**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 I FREELY ACCEPT AND FULLY ASSUME ALL RISKS ASSOCIATED WITH THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**

**I UNDERSTAND THAT THE RELEASEES PROVIDING ANY SERVICES TO ME, INCLUDING ANY SERVICES RELATED TO WILDERNESS ACTIVITIES, IS CONDITIONAL TO ME ENTERING THIS RELEASE AGREEMENT.**

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

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

**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.

**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, personal injury, or other damages 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 where the wilderness activities take place and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the wilderness activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 wilderness activities, other than what is set forth in this Release Agreement.

**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**

Witness Signature
Please Print Name of Witness

Signature of Client/Student
Date
Signature of Parent or Guardian if under age 18