

WHITE WATER RAFTING & EQUIPMENT RENTAL RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS & INDEMNITY AGREEMENT WARNING: PLEASE READ CAREFULLY BEFORE
SIGNING! THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE
RIGHT TO SUE OR CLAIM COMPENSATION

1. Each person participating in the Activity (defined below) is referred to as “Participant.” I, the undersigned, am a Participant and, if a Participant is under 18, I am the minor Participant’s parent or legal guardian. I understand that participating in river rafting or transport on water including but not limited to orientation and instruction sessions, transportation or travel and loading and unloading of vehicles, participating in other recreational activities, renting equipment and using the river rafting facilities, including but not limited to use of the parking lots, walkways, trails, and other equipment, for any purpose (the “Activity”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**
2. I understand the dangers and risks of the Activity and that Participant **ASSUMES ALL INHERENT DANGERS AND RISKS** of the Activity, including those of a “rafter” (as may be defined by statute or other applicable law) or other water sports participant.
3. **I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death, which may be above and beyond the inherent dangers and risks of the Activity, including but not limited to:** Falling or loss of balance; icy, slick or uneven surfaces; overturning or upsetting of rafts, hypothermia due to exposure to very cold water, entrapment by trees, rocks or equipment, encounters with wild animals, some of which are inherent in the nature of the Activity, some of which may arise through the use of equipment and apparatus; collisions with natural or man-made objects, other people, motor vehicles; forest growth; rocks, drainage channels, streams, creeks, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence or failure of Participant, Rafting employees, or other guest to act safely (including an instructor’s selection of terrain that exceeds Participant’s ability) or within their own ability including failure to stay within designated areas and comply with signage; equipment malfunction, failure or damage; improper use or maintenance of equipment; entanglements, or falls from rafts; storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant’s health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
4. Participant assumes responsibility for maintaining control at all possible times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of rafts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the rafts.
5. If Participant rents equipment, I agree to accept for use the equipment rented “**AS IS**”, accept responsibility for the care of the equipment during the rental period, and agree to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I have not

made any misrepresentations with regard to Participant's height, weight, age and/or ability level and represent that Participant will be the only person using the equipment. I agree to assume and accept any and all known and unknown risks of injury to Participant while using this equipment.

6. In consideration for allowing Participant to participate in the Activity, I AGREE, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Rocky Mountain River Guides Ltd., Jasper's Whitewater Rafting Company Ltd., 1592166 Alberta Ltd., each of their affiliated companies and subsidiaries, the rafting owner/operator, land owner, activity operator, the equipment manufacturer, His Majesty The King In Right of Canada, the Province of Alberta and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN ALBERTA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.** In further consideration for allowing Participant to participate in the Activity, I **FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.**

7. **I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

9. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

10. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the law of the Province of Alberta and the Country of Canada, as applicable, and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the Province of Alberta or Canada, as applicable.

11. **BY SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT** and acknowledge that Participant is bound by all the terms of this Agreement. I understand

that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 18 years old.

12. I understand that this Agreement will apply for each and every day Participant participates in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete, Sign & Date Below

MINOR #1 – Last Name, First Name

Date of Birth (MM-DD-YYYY)

MINOR #2 – Last Name, First Name

Date of Birth (MM-DD-YYYY)

MINOR #3 – Last Name, First Name

Date of Birth (MM-DD-YYYY)

ADULT PARTICIPANT INFORMATION - Required to Complete, Sign & Date Below

ADULT/PARENT/GURADIAN #1 – Last Name, First Name

Date of Birth (MM-DD-YYYY)

ADULT/PARENT/GURADIAN #2 – Last Name, First Name

Date of Birth (MM-DD-YYYY)

ADULT/PARENT/GURADIAN #3 – Last Name, First Name

Date of Birth (MM-DD-YYYY)

EMERGENCY CONTACT – Last Name, First Name

RELATION

PHONE NUMBER