

Name of Child: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I, the undersigned, as the parent or legal guardian of the minor child (**under 18 years of age**) named above, having full legal responsibility for the decisions regarding my minor child do hereby give my full consent and approval for my minor child to participate in any Activities provided by **DISCOVER BANFF TOURS LTD.** and its associated companies and subsidiaries, and their directors, officers, shareholders, employees, guides, instructors, agents, representatives, independent contractors, subcontractors, suppliers, hosts, successors and assigns, and Her Majesty the Queen in Right of Canada (**all of whom are collectively referred to as the "Releasee"**).

**In this Agreement, the term "Activity" shall include all tours and activities, including but not limited to, hiking, walking, sightseeing, wildlife-viewing, ice-walking, scrambling, climbing, snowshoeing, ice skating, sledding, cycling, taking vehicle tours, use of bus or van transportation, participating in other recreational activities, use of parking lots, walkways, stairs, escalators, lodges, restaurants, daycare facilities, general physical activities, team building activities, instruction, skill development, social events and meetings associated with such activities, all whether formally or informally organized by any of the Releasees.**

**ASSUMPTION OF RISKS**

1. I am aware that my minor child's participation in any Activity can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**
2. I am aware of the dangers and risks of the Activity, and I **ASSUME ALL INHERENT DANGERS AND RISKS** of the Activity to my minor child.
3. **I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death to my minor child, 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; collisions with natural or man-made objects, other people, and/or other motor vehicles; the negligence or failure of my minor child, the Releasee, or other participant to act safely (including the Releasee's selection of terrain and/or Activity that exceeds my minor child's ability, or their ability), including failure to stay within designated areas and comply with signage; falling snow, ice, or rock from natural or man-made sources; equipment malfunction, failure or damage; improper use or maintenance of equipment; varying visibility, storms, high winds, rain, lightning, hail, snow, frost, freezing temperatures, and other adverse weather; becoming lost or separated from the Releasee or other participants; lack of shelter; limited access to and/or delay of medical attention; my minor child's own health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, motion sickness, other sickness, or frostbite; attack or encounter with animal, including stings or bites from insects; negligence causing injury or death conducted by the Releasee, other participants, or my minor child; 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 I VOLUNTARILY CHOOSE TO ALLOW MY MINOR CHILD 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. I understand that negligence may also include the failure on the part of the Releasee to take reasonable steps to safeguard or protect my minor child from the risks, dangers and hazards referred to above.

I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasee arising out of any aspect of my minor child's use of the Premises and my minor child's participation in the Activities and **TO RELEASE THE RELEASEE** from any and all liability for any loss, damage, expense or injury including death that my minor child may suffer or that my minor child's next of kin may suffer during his/her use of the Premises and their participation in the Activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT MY MINOR CHILD FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

INITIALS

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property or personal injury to any third party resulting from my minor child's use and access of the Premises and my minor child's participation in any Activities, and all costs, expenses, damages and legal fees incurred or suffered by the Releasees arising from any litigation or claims I may bring on behalf of my minor child arising from injury or death of my minor child.
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 of Alberta and no other jurisdiction.
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 the Province of Alberta.
6. In entering into this Release Agreement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of any Activity other than what is set forth in this Release Agreement.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

I understand and will instruct my minor child to obey all the rules and regulations, and at all times, the sole responsibility for personal safety remains with my minor child.

I have satisfied myself and believe that my minor child does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent him/her from participating in the Activities, and if required, he/she will obtain a medical examination and clearance.

**I ACKNOWLEDGE THAT I HAVE READ THIS CONSENT AND ACKNOWLEDGEMENT OF RISK AND THAT I UNDERSTAND EACH OF THE PROVISIONS AND THAT I AGREE TO ABIDE BY THEM**

Name of parent or legal guardian (printed): \_\_\_\_\_

Signature of parent of legal guardian: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_