

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

INITIALS

TO: 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 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 that I **ASSUME ALL INHERENT DANGERS AND RISKS** of the Activity.
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; collisions with natural or man-made objects, other people, and/or other motor vehicles; the negligence or failure of myself, the Releasee, or other participant to act safely (including the Releasee's selection of terrain and/or Activity that exceeds my 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 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 myself; 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 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 me from the risks, dangers and hazards referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasee allowing me to participate in the Activity and in consideration of the Releasee permitting me to enter upon the facilities and premises ("Premises") operated by the Releasee, 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 Releasee, and **TO RELEASE THE RELEASEE** from any and all liability for any loss, damage, expense or injury including death that I may suffer during my use of the Premises and my 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 RELEASEE AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

INITIALS

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE** from any and all liability for any damage to property of or personal injury to any third party resulting from my access to and use of the Premises and my participation in any Activity.
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 Agreements 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 Releasee with respect to the safety of the Activity other than what is set forth in this Release Agreement.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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 RELEASEE.

Signed this _____ day of _____ 20_____

Name (Print Name Clearly)	Signature
Witness Name (Print Name Clearly)	Signature of Witness

E-mail: _____ Phone Number: _____

Address: _____ Date of Birth: _____