

**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 CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent participation in Adventure Activities.

Initial

TO: TIMBERLINE CANADIAN ALPINE ACADEMY INC. and its owners, directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, successors and assigns and all event organizers, sponsors, promoters and advertisers (all of whom are hereinafter collectively referred to as "the Releasees").

| | | |
|------------|-----------|-----|
| First Name | Last Name | Age |
|------------|-----------|-----|

Street Address

| | | |
|------|----------------|-------------|
| City | Province/State | Postal Code |
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|-------------------|--------|
| Telephone/Mobile: | Email: |
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DEFINITION – ADVENTURE ACTIVITIES

In this Release Agreement, the term "**Adventure Activities**" shall include all activities, events, services and use of facilities and accommodation either provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: skiing, snowboarding, cross country skiing and snowshoeing; sightseeing, hiking, and trail running; backcountry travel; guided tours; demonstrations, orientation and instructional courses, sessions and workshops; ski, snowboard and Winter Skills Instructor Internship Program; 12 Week Program; 4 Week Instructor Clinic; Mountaineering Adventure Skills Program; Outdoor Adventure Guide Diploma, ski guide training; Whitewater Canoe and Raft Guide School; general interest participation in any program; participation in races and events; volunteer activities and services; and other such activities, events and services in any way connected with or related to Adventure Activities.

ASSUMPTION OF RISKS

I am aware that participating in Adventure Activities involves many risks, dangers and hazards, which are more fully described in the Safety and Risk Awareness section of the Timberline website. All applicants are urged to review the website before completing this Release Agreement. Some of the risks, dangers and hazards of participating in Adventure Activities are as follows:

- Accidents do occur during Winter Skills Instructor Internship Program; 12 Week Program; 4 Week Instructor Clinic; Mountaineering Adventure Skills Program; Outdoor Adventure Guide Diploma, ski guide training; Whitewater Canoe and Raft Guide School; general interest participation in any program.
- boarding, riding and disembarking ski lifts;
- changes in weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; high winds or adverse weather conditions;
- variation in the terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams, creeks, holes in the snowpack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks;
- collision with natural or constructed objects or structures, buildings, fences, equipment, vehicles, watercraft or other persons;
- encounters with domestic and wild animals including dogs, bears, cougars and moose;
- mechanical failure of equipment;
- loss of balance or control; slips, trips and falls;
- overturning or capsizing of canoes and rafts;

ASSUMPTION OF RISKS (con't)

- sudden, violent and unexpected movement of canoes and rafts;
- entrapment by trees, logs, rocks or equipment;
- variation in the water conditions, surfaces and currents;
- risk of serious injury including but not limited to: death; drowning; dislocations, breaks or fractures; concussions or head injuries; sprains, strains and soft tissue injuries; cuts, bruises and lacerations; hypothermia; dehydration; frostbite; trauma; allergies; insect bites; phobias and fears; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact;
- negligent first aid; negligent search and rescue; and negligence of other persons;
- communication in the alpine areas, remote location and on the river may be difficult and in the event of an accident, rescue and medical treatment may not be immediately available;

I AM ALSO AWARE THAT THERE IS A RISK OF NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ADVENTURE ACTIVITIES.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND THE POSSIBILITY OF LOSS, PERSONAL INJURY OR DEATH RESULTING FROM MY PARTICIPATION IN ADVENTURE ACTIVITIES

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Adventure 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 ADVENTURE 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, RSA 2000, c O-4 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 ADVENTURE ACTIVITIES;**
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 Adventure Activities;
3. That 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 Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS AGREEMENT. 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.

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|---------------------------|-----------------------|
| Signature of Participant | Signature of Witness |
| Print Name of Participant | Print Name of Witness |

| | |
|------|------|
| Date | Date |
|------|------|