



CAMPER'S NAME: \_\_\_\_\_

CAMP: **Girl's** Gr. 7/8/9B WWR (August 13th, 2024)

## WHITewater RAFTING

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

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

**TO: MUKWAH THE TOUR SPECIALISTS, a division of 865774 Alberta Ltd., and associated companies and individuals including all directors, officers, employees, agents and representatives (the "Operator")**

Participant's Name: Last \_\_\_\_\_ First \_\_\_\_\_ Initial \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Prov/State \_\_\_\_\_ Postal Code \_\_\_\_\_

In this Agreement, the term "river rafting trip" shall mean any and all activities including, but not limited to, river travel and transportation, ground travel and transportation, loading and unloading of vehicles and equipment and orientation sessions.

### ASSUMPTION OF RISKS

I am aware that river rafting involves many risks, dangers and hazards, including, but not limited to: boarding, riding in and disembarking from motor vehicles and river rafts and vehicles; sudden changing weather conditions; sudden changing water levels; cold and swift-moving water; impact or collisions with exposed rocks and other natural objects; floating, hidden or submerged debris; trees; upset or overturning of river rafts. I am also aware that the risks, dangers and hazards referred to above exist throughout all rivers. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

I may suffer, or that my next of kin may suffer as a result of my participating in a river rafting trip with Releasees or my presence on or use of the facilities and equipment of the Releasees due to any cause whatsoever.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Operator accepting my fee for a river rafting trip and permitting my use of the Operator's equipment, vehicles and other facilities, I hereby agree as follows:

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party resulting from my participation in a river rafting trip with the Releasees or my presence on or use of the facilities and equipment of the Releasees.
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and personal representatives.
- This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta, and any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.
- In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Operator and its directors, officers, employees, agents and representatives (all of whom are hereafter referred to as "the Releasees") and to **RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that

**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, ASSIGNS AND PERSONAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed for this 13<sup>th</sup> day of August, 2024

Signature of Participant \_\_\_\_\_

Signature of Parent or Guardian if Participant under 18 years of age \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Print Name: Parent or Guardian \_\_\_\_\_