



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.  
WARNING: BY SIGNING THIS AGREEMENT YOU GIVE UP THE RIGHT TO  
SUE FOR ANY INJURY, LOSS OR DAMAGES, HOWSOEVER CAUSED.  
PLEASE READ CAREFULLY.**

<b>Full Name:</b>		<b>Home Address:</b>
<b>Cell Phone #:</b>		<b>City:</b>
<b>E-Mail:</b>		<b>Province, Country:</b>
<b>Local Accommodation (If any):</b>	<b>Room #:</b>	<b>Postal Code:</b>

For the purpose of this document Kananaskis Outfitters Ltd. operating as Kananaskis Outfitters is “the Company” and it’s directors, officers, employees, representatives, shareholders and agents are collectively “the Agents”. I, “The Participant” hereby signs this agreement on behalf of myself, my personal representatives, heirs and assigns.

- I agree as a precondition to my rental(s) and participation in all events organized by “the Company” and/or “the Agents” including, but not limited to all rentals and activities (collectively referred to as “the Activities”) and in further consideration of “the Company” allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (“the Agreement”). INITIAL:
- I acknowledge that “the Activities” involve **INHERENT RISKS** and dangers that may cause damage to personal property, serious injury, and or death to participants that include but are not limited to drowning, avalanche, rockfall, burial, animal attack, hyper/hypothermia, traumatic injuries, broken limbs and exacerbation of existing medical problems. I fully understand the risks and dangers associated with my participation in “the Activities” and accept same entirely at my own risk and as my responsibility. INITIAL:
- I hereby WAIVE ANY AND ALL CLAIMS which I may have against “the Company” and “the Agents” and RELEASE “the Company” and “the Agents” from ALL LIABILITY for injury, death, property damage or any other loss sustained by me “the Participant” as a result of my participation in “the Activities,” DUE TO ANY CAUSE WHATSOEVER; including but not limited to negligence, breach of contract, breach of any statutory or other duty of care including but not limited to the repair/condition/failure of equipment, decisions made by myself or others, changing conditions, or the environment. INITIAL:
- I am physically fit, competent and trained to participate in any and all activities or events for which I have rented equipment. I have no special medical needs. The equipment will be used by the participant and the participant alone. INITIAL:
- The applicable law of the province of Alberta governs this agreement. I agree that any litigation that I commence must occur within the province of Alberta in the country of Canada. INITIAL:
- I appreciate that “the Agreement” limits the liability of “the Agents” to the same extent as it limits the liability of “the Company”, even though “the Agents” are not formal parties to “the Agreement”. INITIAL:
- I understand that the condition of the rental equipment is the sole financial responsibility of the “the Participant” and that “the Company” and/or “the Agents” have the sole prerogative and right to charge and collect immediately for such damages in an amount determined by “the Company” and/or “the Agents”. Full retail value of equipment will be charged to the client in the event that equipment is not returned at the agreed time to Kananaskis Outfitters Ltd. Items not returned before store closing will be subject to an extra charge. INITIAL:
- The provisions of this document are binding on myself/us, my/our heirs, executors, administrators, personal representatives and assigns. INITIAL:
- I acknowledge that “the Activities” are completely without the offer of rescue services of any kind, at any time, and that in the context of watercraft, bicycle, snowshoe, and XC ski rentals, that the person renting the equipment takes all responsibility for its use misuse/condition and for the safety of any and all participants in “the Activity”. INITIAL:
- I allow “the Company” to use any photos taken of me or my children while participating in “the Activities” for marketing or social media use. INITIAL:

**I AM 18 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND “THE AGREEMENT”. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE OR PURSUE ANY LEGAL ACTION AGAINST “THE COMPANY” AND/OR “THE AGENTS” AND THAT THIS DOCUMENT CONSITITUES A RELESE OF LIABILITY AND AN INDEMNITY OF ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE “THE AGREEMENT” ON BEHALF OF THE CHILD/WARD. I acknowledge that I have been advised by the Company and its Agents to seek independent legal advice BEFORE I sign this agreement, as I am waiving certain legal remedies by signing this “Agreement.” I acknowledge that should I choose to refuse independent legal advice, I will not be able to rely on lack of legal advice as a reason for voiding this “Agreement.”**

<b>Signature of Participant, Parent, or Guardian:</b>	<b>Day:</b>	<b>Month:</b>	<b>Year:</b>
<b>Signature of Witness:</b>	<b>Names of Children or Wards:</b>		
<b>Printed Name of Witness:</b>	1.		
	2.		
	3.		
	4.		