



Release of Liability Waiver of Claims Assumption of Risks Indemnity Agreement

Check One: Trip Time:
 Athabasca _____
 Sunwapta _____
 Fraser _____

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

Participant's Name _____ Age _____

Address _____

Postal Code _____

IN CONSIDERATION of my being permitted to participate in River Rafting/Kayaking activities organized by Maligne Rafting Adventures Ltd. and Maligne Adventures Ltd, I acknowledge and agree as follows:

The term "Releasees" means Maligne Rafting Adventures Ltd., Maligne Adventures Ltd., Mount Robson White Water Rafting Company Ltd., Mount Robson Lodge Ltd., and their respective directors, officers, shareholders, employees, volunteers, contractors, agents and representatives.

The term "River Rafting/Kayaking" shall include all activities in any way related to the river rafting/kayaking trip, including but not limited to orientation and instruction sessions, transportation or travel to and from the river, loading and unloading of vehicles and raft/kayaks, carrying and transport of raft/kayaks, and all activities while on the river.

I am aware that participation in River Rafting/Kayaking involves many risks, dangers and hazards. I freely accept and fully assume all risks, dangers and hazards associated with River Rafting/Kayaking, and accept the possibility of personal injury or death, or loss or damage to property.

I acknowledge that I am not relying on any oral or written representations or statements made by the Releasees with respect to River Rafting/Kayaking other than what is set forth in this agreement.

I confirm that I am physically capable and fit to participate in River Rafting/Kayaking.

I AGREE TO WAIVE ANY AND ALL CLAIMS that I may have or may have in the future 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 River Rafting/Kayaking, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFE-GUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF RIVER RAFTING/KAYAKING.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury or death to any third party resulting from my participation in River Rafting/Kayaking.

To indemnify the Releasees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

That this agreement shall be effective against and binding on my heirs, next of kin, executors, administrators, and assigns and any persons who may be entitled to assert a claim as a result of my death or any injury to me.

This agreement shall be governed and interpreted in accordance with the laws in the Province of Alberta and any litigation involving the parties to this agreement shall be brought within the Province of Alberta.

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

Signed this _____ day of _____ in the year _____

PARTICIPANT OR LEGAL GUARDIAN:

WITNESS:

Signature _____

Signature _____

Printed Name _____

Printed Name _____