

DISCOVER BANFF TOURS INC.



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THE DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY

Initial Here

Name
Address (Street, city, country)

To: Discover Banff Tours, INC. (hereinafter referred to as 'the Operator'), and its directors, officers, employees, agents, guides, instructors, volunteers, sponsors, independent contractors, sub-contractors, and representatives (hereinafter collectively referred to as the "Releaseses") Her majesty of the Queens in the right of the province of Alberta (hereinafter referred as "the Province of Alberta").

ACKNOWLEDGEMENT -Voyageur CANOE TOUR

I acknowledge that I have been advised to wear a lifejacket while participating in Voyageur Canoeing. Instruction as to the proper use of the lifejacket is available from the guides. I am aware that the physical exertion required of Voyageur Canoeing and the forces exerted on the body can activate and aggravate pre-existing physical injuries, conditions, symptoms and congenital defects.

ASSUMPTION OF RISK

I am aware that Voyageur Canoeing involves many risks, dangers and hazards, both known and unknown, including but not limited to: accidents which occur during transportation or travel to and from the river; the overturning or upsetting of boats, falling from boat while on the river into sudden and moving water, impact of collision with rocks, trees, logs, deadfall, power boats, canoes or other vessels, and boating equipment; Entrapment by trees, logs, rocks or equipment; swimming; accidents or illness in remote places without immediate access to medical facilities; hypothermia due to exposure to very cold water, hiking along mountainous terrain, and alongside rivers,; variation in water conditions, surfaces and currents; high winds ; equipment failure; encounters with domestic or wild animals,; negligence of other boaters. I am also aware that backcountry travel carries risks and dangers and hazards, including but not limited to: steep slopes in the natural state that may contain obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party, rock slides, rapid and extreme change in weather conditions; negligence of other participants, I am also aware that there is risk of NEGLIGENCE ON PART OF THE OPERATOR AND RELEASES, INCLUDING THE FAILURE BY THE OPERATOR AND RELEASES TO SAFEGUARD ME FROM THE RISKS,DANGERS AND HAZARDSS OF THE VOYAGEUR CANOE ACTIVITIES.

RELEASE OF LIABILITY, WAIVER OR CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATOR and RELEASES agreeing to my participation in Voyageur Canoeing and permitting my use of their equipment, vehicles, parking and other Voyageur canoe/ Blue Canoe/ Discover Banff Tours Ltd facilities (hereinafter referred to as the "Voyageur tour "), and for 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 have in the future against THE OPERATOR AND THE PROVINCENCE OF ALBERTA, AND TO RELEASE THE RELEASES 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 the Voyageur Tour, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, IMPRUDENCE, LACK OF SKILL OR ERROR OF JUDGEMENT BY ANY OF THE RELEASEES, BREACH OF CONTRACT, OR BREACH OF ANY ATATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.C.C 1996, C.337, AND THE OCCUPIERS LIABILITY ACT, R.S.A., C0-3, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE VOYAGEUR TOUR REFERRED TO ABOVE; Initial Here:

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability for any property damage of personal injury to any third party resulting from my participation in Whitewater Activities;
3. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of death.
5. That any litigation involving the parties to this Agreement shall be brought to the Province of Alberta:
6. PHOTO RELEASE-That any photographs or other recordings taken by Discover Banff Tours Ltc. May be used without any requirement of payment or further consent by me, be used by the Operators, for any purpose, including for promotional or advertising purposes.
7. Marine Liability Act: The Marine Liability Act: The Marine Liability Act, S.C.2001, c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

Signed this _____ day of _____ 2010

Witness _____

Signature of Participant _____

Print Name Clearly _____

For Parents and Guardians of Participants of Minority Age (Under 18 years of Age) this is to certify that I, as a parent or guardian do consent and agree to his/ her release as provided above, of all the Releases and for myself, my heirs, assigns, next of kin, I release and agree to indemnify and hold harmless the Releases from any and all incident to my minor involvement or participation in these programs above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Parent/ Guardian Signature _____ Emergency Number _____