

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

WARNING: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES AND SEEK COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY

I am aware that cross country skiing and snowshoeing, being wilderness activities, involve inherent risks, dangers and hazards, including, but not limited to, personal injury, death or property loss resulting from any cause whatsoever including, but not limited to: the risks, dangers and hazards of engaging in cross country skiing, snowshoeing and other related activities; slips, trips and falls; contact or collision with natural or fabricated objects or hazards including, but not limited to, ice, moguls, rocks, stumps, forest growth, snow grooming equipment, other machinery and debris; collision with other skiers or persons; variable, difficult or unpredictable weather, terrain, trail or snow conditions; the acts, omissions or negligence of myself or any other persons; absence of rescue or first aid services; and **ANY FORM OF NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF STRATHCONA COUNTY OR ITS COUNCILLORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS** (collectively "Strathcona County").

I am further aware that there are inherent risks dangers and hazards including, but not limited, to personal injury, death and property loss that relate specifically to the use of equipment that I may rent, or that may be rented on my behalf, at the Strathcona Wilderness Centre (the "Equipment"), including but not limited to: improper use of the Equipment by myself or others; use of the Equipment by myself or others without proper knowledge or prior instruction; and the non-release design of cross country ski bindings, which makes it probable that skis will stay attached to the user in the event of a fall or other accident. **I AM SPECIFICALLY AWARE THAT THE RISK OF NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF STRATHCONA COUNTY, NOTED ABOVE, SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, FAILURE ON THE PART OF STRATHCONA COUNTY TO TAKE REASONABLE STEPS TO ENSURE THAT THE EQUIPMENT PROVIDED IS ADEQUATE OR SAFE, OR TO PROPERLY REPAIR OR MAINTAIN THE EQUIPMENT PROVIDED.**

I FREELY ACCEPT AND ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF RESULTING PERSONAL INJURY, DEATH OR PROPERTY LOSS.

In consideration of Strathcona County permitting me to access and utilize the Strathcona Wilderness Centre property and facilities, as part of a group booking, or otherwise, I agree to only use the property and facilities in compliance with all rules, regulations and policies as they may exist from time to time, and I FURTHER AGREE AS FOLLOWS:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **STRATHCONA COUNTY**, and to **RELEASE STRATHCONA COUNTY** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin or legal representatives may suffer as a result of my use of the Equipment and access to, and use of, the Strathcona Wilderness Centre and any associated property, equipment and facilities, due to any cause whatsoever, **INCLUDING ANY FORM OF NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF STRATHCONA COUNTY, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, FAILURE ON THE PART OF STRATHCONA COUNTY TO TAKE REASONABLE STEPS TO PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

TO HOLD HARMLESS AND INDEMNIFY Strathcona County from and against any actions, claims, liabilities, expenses and costs (including, without restriction, legal costs on a solicitor-and-his-own-client full indemnity basis) that may be made against, or incurred by, Strathcona County, including as a result of any property damage, personal injury or expense to any third party, resulting from or relating to my use of the Equipment and access to, and use of, the Strathcona Wilderness Centre and any associated property, equipment and facilities;

THAT THIS AGREEMENT will be effective and binding upon myself, my heirs, next of kin, executors, administrators and assigns; and

THAT THIS AGREEMENT and any rights, duties and obligations as between myself and Strathcona County are governed by the laws of the Province of Alberta, and that any litigation will be brought solely within the courts of the Province of Alberta.

I have read this Agreement and fully understand its terms. I understand that I have given up substantial legal rights by signing it, including the right to sue in the event of injury, and I sign it freely and voluntarily without any inducement.

Signature

Witness Signature

Date (yyyy-mm-dd)

Name (Print)

Name of Witness (Print)