

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS  
AND INDEMNITY AGREEMENT  
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

INITIAL
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**TO: Canadian Rockies Rafting and Adventures Inc., His Majesty the King in Right of the Province of Alberta, TransAlta Generation Partnership, TransAlta Corporation, Stoney Nakoda Developments Ltd., Stoney Nakoda Holdings Ltd., Stoney Nakoda Land Management Ltd., Nakoda Lodge Limited, Mini Thni Casino Corp., the Stoney Nakoda Nations, the Stoney Indian Band, the Stoney Tribal Administration, the Bears paw First Nation, the Chiniki First Nation, the Wesley First Nation and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

<b>Name</b>	Last	First	Phone:
<b>Address</b>	Street	City	Prov/State
Country	Postal/Zip Code	Date of Birth	Age
			Email

**DEFINITION**

In this Release Agreement the term "**River Rafting**" shall apply to all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: river rafting; whitewater rafting; river boating tours; wakeboarding; scenic nature floats; use of watercraft; use of boogieboards and wakeboards; swimming; cliff-jumping; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instruction sessions; all transportation or travel by foot or vehicle to and from the river or other drop-off locations; loading and unloading of vehicles and rafts; and all related activities.

**ACKNOWLEDGEMENT – RIVER RAFTING SAFETY**

I acknowledge that I have been advised to wear both a helmet and a personal floatation device while River Rafting. Instruction as to the proper use of the helmet and the personal floatation device is available from the guides. I am aware that River Rafting may involve sudden, violent and unexpected movement of the watercraft, as well as physical exertion which may result in injury or aggravation of previous injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my, or any minor children in my care's, physical condition may be incompatible with River Rafting. I acknowledge that I am not, nor will I be under the influence of drugs or alcohol while participating in River Rafting.

**ASSUMPTION OF RISKS**

I am aware that participation in River Rafting involves many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river or other pickup and drop-off locations by vehicle or foot; slips, trips and falls; the overturning or upsetting of rafts; sudden, violent and unexpected movement of the raft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to cold water; falling from the raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other watercraft and/or equipment; encounters with domestic or wild animals; high winds or adverse weather conditions; equipment failure; variation in the water conditions, surfaces and currents; negligent first aid; becoming lost or separated from one's party; infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact; and negligence of other participants. Communication on the river may be difficult, and in the event of an accident, rescue and medical treatment may not be available.

**I AM ALSO AWARE THAT THERE IS RISK OF NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN RIVER RAFTING.**

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN RIVER RAFTING AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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

In consideration of the Releasees agreeing to my participation in River Rafting and permitting my use of their equipment, vehicles, parking and other facilities, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have 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 DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, RSA 2000, c O-4, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN RIVER RAFTING;**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in River Rafting;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Alberta and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

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

**I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**

Signature of Participant
Signature of Parent/Guardian if participant is under 18 years of age

Date
Witness