



**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.**

For the purpose of this document Kananaskis Outfitters Ltd. operating as Kananaskis Outfitters is defined as the “Company” and the Company’s directors, officers, employees, representatives, shareholders and agents are collectively defined as the “Agents”.

<b>Full Name:</b>	<b>Home Address:</b>
<b>Cell Phone #:</b>	<b>City, Province:</b>
<b>E-Mail:</b>	<b>Country, Postal Code:</b>

I, \_\_\_\_\_ (the “Participant”) hereby signs this document on behalf of myself, my personal representatives, heirs and assigns, and agree to the following:

1. The Participant agrees that as a precondition to the Participant’s rental(s) of certain Company equipment (the “Equipment”), 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 the Participant to do so, the Participant shall be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the “Agreement”).

INITIAL:

2. The Participant expressly acknowledges that the Activities involve certain **inherent risks and dangers (the “INHERENT RISKS”)** that may cause damage to personal property, serious injury, and or death to the Participant, 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. The Participant further acknowledges and assumes the risks associated to the potential exposure and contraction of infections, virus or disease, during participation in the Activities, including but not limited to Covid -19, which may result in the Participant’s personal injury, illness, permanent disability and/or death. The Participant fully understands the risks and dangers, including INHERENT RISKS, associated with participation in the Activities and the Participant, entirely at the Participant’s own risk and responsibility, accepts the risks and dangers.

INITIAL:

3. The Participant hereby WAIVES ANY AND ALL CLAIMS which the Participant may have against the Company and/or the Agents and RELEASES the Company and/or the Agents from ALL LIABILITY for injury, illness, disability, death, property damage or any other loss the Participant may sustain, DUE TO ANY CAUSE WHATSOEVER, as a result of the Participant’s participation in the Activities, 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 the Participant or others, changing conditions, or the environment.

INITIAL:

4. The Participant acknowledges that the Participant is physically fit, competent and trained to participate in any and all Activities, or events, for which the Participant has rented certain Equipment and the Participant expressly acknowledges that the Participant does not have any special medical needs or requirements. The Participant acknowledges that the rental Equipment will be used solely by the Participant and no other individual.

INITIAL:

5. This Agreement shall be governed by the applicable laws of the Province of Alberta. The Participant agrees and attorns to the exclusive jurisdiction of the Courts of the Province of Alberta for any matters which may arise hereunder.

INITIAL:

6. Notwithstanding the fact that the Agents are not a formal party to this Agreement, the Participant appreciates and acknowledges that this Agreement shall limit the liability of the Agents to the same extent as it limits the liability of the Company.

INITIAL:

7. I understand that maintaining the condition of the rental Equipment is the sole financial responsibility of the Participant. The Participant acknowledges that the Company, and/or the Agents, have the sole prerogative and right to charge, and collect, immediately for damages to the rental Equipment in an amount determined by the sole discretion of the Company and/or the Agents. Full retail value of the Equipment will be charged to the Participant, and/or individual renting the Equipment, in the event that Equipment is not returned at the agreed time to the Company and/or its Agents. Any Company items, including the rental Equipment, not returned before store closing will be subject to an extra charge.

INITIAL:

8. The provisions of this Agreement are binding on the Participant and the Participant’s heirs, executors, administrators, personal representatives and assigns.

INITIAL:

9. The Participant acknowledges that during all material times, the Activities are completely without the offer of rescue services of any kind. The Participant further acknowledges that in the context of watercraft, bicycle, snowshoe, and XC ski rentals, the Participant and/or the person, renting the Equipment with respect to the Activities takes all responsibility for the Equipment’s use, misuse and/or condition. The Participant and/or any other person renting the Equipment, and participating in the relevant Activities, take all responsibility for the safety of any and all participants partaking in the Activities.

INITIAL:

10. The Participant acknowledges that the Company requires the Participant to follow and adhere to certain safety guidelines and standards prescribed by the Company during participation in Activities, including the possession and proper-use of safety equipment (the “Safety Equipment”), that include but are not limited to; helmets, life-vests and safety-harness. The Participant expressly acknowledges that the Company shall not be liable for injury, death, property damage or any other loss the Participant may sustain as a result of the Participant’s failure to follow and adhere to the safety guidelines and standards prescribed by the Company, including but not limited to; improper use of Safety Equipment, refusal to use Safety Equipment and/or failure to properly possess the Safety Equipment.

INITIAL:

11. The Participant allows the Company to use any photos taken of the Participant and/or the Participant's children, while partaking in the Activities, for the Company's marketing and/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 CONSTITUTES A RELEASE 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."**

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

**DO NOT FILL IN BELOW THIS LINE**

	Person #1	Person #2	Person #3	Person #4	Person #5
Mountain Bike					
Full Suspension Bike					
E-bike					
Canoe					
SUP					
Cross Country Skis					
Boots (Winter/XC)					
Poles					
Snowshoes					
Ice Skates					
Micro Spikes					
Fat Bikes					
Other					

Time Out:	Paid:	1HR	2HR	HD	FD	Not Paid:
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