

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

(hereinafter referred to as "the Release")

⚠ By signing this document, you waive certain legal rights, including the right to claim damages following an accident or to sue.

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

NAME OF ORGANIZATION: **ROCKY WOLF RANCH Ltd.** and its officers, employees, instructors, guides, agents, representative, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (collectively referred to as the "Releasees").

ADVENTURE ACTIVITIES: _____

DEFINITION

In this Release, the term "Adventure" includes all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees. These include, but are not limited to: Adventure, Rental of adventure equipment, Orientation and training sessions, Seminars and workshops, Travel, transport and accommodation, Any other similar activities related to or as part of adventure offerings

RENTAL AGREEMENT

I accept full responsibility for the rented equipment and agree to compensate for any damages or to replace the equipment at full replacement value if not returned by the agreed date.

PROTECTIVE EQUIPMENT

I have been advised to wear all required protective equipment in accordance with the applicable rules and regulations for the specific adventure. I have received prior information about the recommended protective equipment.

ASSUMPTION OF RISKS

I am aware that adventure activities involve numerous risks, dangers and uncertainties. These include but are not limited to: risk of falling, loss of balance, equipment failure or malfunction, variation or chances in the playing surface including rocks, gravel, roots, speed, terrain and inclines, changing weather conditions, extreme temperatures, animal encounters (e.g. dogs, horses, bears, coyotes, cougars), collisions with vehicles, cyclists, pedestrians, obstacles or other participants, ERRORS OR NEGLIGENCE OF OTHERS OR THE RELEASEES THEMSELVES, FAILURE TO TAKE SAFETY MEASURES

I AM AWARE OF THE RISKS, DANGERS AND HAZARD ASSOCIATED WITH ADVENTURE AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS 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 Adventure and permitting my use of these services, equipment and other facilities, and for other 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 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 the Adventure or use of the Equipment, 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, 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 PARTICIPATING IN THE ADVENTURE REFERRED TO ABOVE; OR DUE TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment."

- 2 TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Adventure or use of the Equipment;
- 3 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;
- 4 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 the province where the Adventure takes place and no other jurisdiction; and
- 5 Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Adventure takes place and shall be within the exclusive jurisdiction of the Courts of that province.

I confirm that I have not relied on any statements or assurances by the Releasees regarding the safety of the activities – except as set out in writing here.

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 Adventure, other than what is set forth in this Release Agreement.

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

Signed this _____ day of _____ 20____.

Print Name of all Participants (Family)
Signature of Participant:
Print Name:

Witness:
Witness Name (printed):
Signature of Parent/Guardian (if under age of majority):