



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

Participants Names/Signatures (the "Participant") -- Parent/Guardian if under 19 years

EAGLE POINT – FIT TRIP (TRAIL RUNNING CAMP) (THE "PROGRAM")

Site Coordinator: EPBR Parks Council Staff and Contractors

Location: Willey West Campground and/or Hilltop Trails, Rotary Trails South, Pembina Nordic Trails and Outdoor Education Center.

To: Eagle Point - Blue Rapids Parks Council (the "Parks Council") and its directors, officers, employees, representatives and agents (collectively called the "Agents").

1. I agree as a precondition to the Participant's participation in the Program and in consideration of the Parks Council allowing the Participant to do so, that I will strictly be bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Agreement").
2. I acknowledge that accidents can occur with or without any fault on the part of the Participant, the Parks Council or the Agents and that participation in the Program is at the Participant's own risk.
3. In the event of any accident or illness affecting the Participant, I authorize the Parks Council and the Agents to authorize, on my behalf, all procedures, including admission to hospital and any necessary treatment therein deemed essential for the care and wellbeing of the Participant. Such action is only to be taken when immediate authorization from the undersigned cannot be obtained. It is understood that the Parks Council and the Agents are not responsible for any medical care costs.
4. I understand and fully accept the Parks Council reserves the right, at any time, to refuse, without penalty or any obligation to refund any amount paid, continued participation in the Program by any person who at the sole discretion of the Parks Council becomes a hazard to themselves, other Program participants, Parks Council staff or animals.
5. I hereby waive any and all claims which I may have against the Parks Council and the Agents and release and indemnify the Parks Council and Agents from any and all liability for injury, death, property damage or any other loss sustained by the Participant or the Participant's next of kin as a result of participation in the Program, due to any cause whatsoever, including, without limitation, negligence, breach of contract, or breach of any statutory or other duty of care by the Parks Council or the Agents.
6. I acknowledge and agree that this Agreement limits the liability of the Agents to the same extent as it limits the liability of the Parks Council, even though the Agents are not formal parties to this Agreement.

I have read this Agreement and understand that it contains a promise not to sue the Parks Council or the Agents and that it constitutes a release of liability and an indemnity for all claims. If the Participant is under the age of nineteen, I confirm that I am his or her parent or guardian and that I have executed the Agreement on behalf of the Participant.

PLEASE NOTE:

As a result of changes in copyright and various other legislations, including the **Freedom of Information and Protection of Privacy Act (FOIP)**, organizations are required to get written permission from parents before any of the children's work or photographic images can be displayed outside of the group.



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To indicate your permission please complete the chart with participant names, and sign below:

With respect to me and those participants listed below, I (the legal parent/guardian) hereby grant permission to the Eagle Point - Blue Rapids Parks Council to:

- Record, photograph and tape (audio, video, still) my child/ren and/or me
- Display images of my child/ren or their work on the EPBRPC website/Facebook page
- Display images of me or my work on the EPBRPC website/Facebook page
- Display images of my child/ren or their work publicly (open houses/promotional materials/funders etc.)
- Display images of me or my work publicly (open houses/promotional materials/funders etc.)

This Agreement will be binding on myself or my child or ward, as the case may be, and our respective representatives, heirs and assigns.

	Participant Name (please print)	Signature of Participant (Parent / Guardian signature if Under 19 years of age)	Date
1			
2			
3			

Keri Bowzaylo and Balanced Bodies by Keri

RELEASE OF LIABILITY WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!	INITIAL HERE
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Name	
Address	
Phone No.	

TO: ***Keri Bowzaylo and Balanced Bodies by Keri, Canmore,*** Alberta and its directors, officers, employees, contractors, agents, guides, instructors, volunteers, guests and representatives

DEFINITION

In this agreement, the term "Running/Hiking Activities" shall include all activities provided by or arranged by ***Keri Bowzaylo and Balanced Bodies by Keri*** including but not limited to running/hiking on designated and non-designated trails in wilderness areas. In some instances, due to an unforeseen obstacle, "Running/Hiking Activities" may include traverse over unspecified terrain to detour around obstacle.

DISCLOSURE OF RISKS

1. RUGGED MOUNTAIN TERRAIN– hazards include but are not limited to steep and uneven trails, loose rock, unstable slopes, rockfalls, surfaces made slippery by ice, water or mud and creek beds subject to flooding. Communications in this mountain terrain are always difficult and in the event of an accident, rescue and medical attention may be delayed or not be available.
2. WILDLIFE–encounters with wildlife can be unpredictable and dangerous. Rare attacks by wildlife are possible.
3. PLANTS & INSECTS- interactions with plants and insects may illicit severe or life threatening anaphylactic reactions. Some tick species are known to cause diseases in humans such as Rocky Mountain spotted fever and Lyme disease.
4. WEATHER- bad weather may result in discomfort or cold and may lead to hypothermia; lightening strikes may be fatal.

I have read and understood and am aware of the risks listed in the DISCLOSURE OF RISKS section.

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In consideration for my participation in the hiking activities and on behalf of myself, my heirs, executors, successors, assigns, and whomever may have or acquire any interest in any claim arising from participation in hiking activities, including but not limited to any minors (collectively, "I/me/my"), I agree to the following terms:

5. I understand and accept ***Keri Bowzaylo and Balanced Bodies by Keri*** rules, policies and procedures, and I will abide by all instructions at all times. I agree that ***Keri Bowzaylo and Balanced Bodies by Keri*** reserves the right to refuse my participation in the hiking activities if it deems that my participation may be unsafe for myself or others or that my physical condition will impair travel time of the estimated tour length beyond what is reasonable

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ASSUMPTION OF RISKS

I understand that my participation in Hiking Activities comes with certain risks and hazards, including but not limited to risk of injury from slipping, tripping or falling, rockfalls, wildlife, insects, ticks, terrain, bad weather, negligence on the part of other participants in the Hiking Activities and NEGLIGENCE ON THE PART OF **Keri Bowzaylo and Balanced Bodies by Keri**, INCLUDING THE FAILURE ON THE PART OF **Keri Bowzaylo and Balanced Bodies by Keri** TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE HIKING ACTIVITIES.

I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN HIKING ACTIVITIES, INCLUDING WITHOUT LIMITATION THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. ACCORDINGLY, MY PARTICIPATION IN HIKING ACTIVITIES IS ENTIRELY AT MY OWN RISK.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of E&P allowing me to participate in Hiking Activities 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 have against **ABC** (hereinafter referred to as 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 Hiking Activities due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, OR IN RESPECT TO THE RELEASEES PROVISION OR FAILURE TO PROVIDE ANY WARNINGS, DIRECTIONS OR INSTRUCTIONS OR DUE IN ANY WAY TO THE RISKS, DANGERS, AND HAZARDS OF PARTICIPATION IN THE HIKING ACTIVITIES.

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability, including without limitation, for any property damage, expense, death or personal injury to any third party resulting from my participation in the **Hiking Activities**;

3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

In entering into this Agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of **Hiking Activities**, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO FREELY 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 RELEASEES.

Signature of Participant

Signature of Parent/Guardian
Please print name clearly

Signed at _____, Alberta this _____ day of _____, 20____ .

If under 18 years of age, the waiver MUST be signed by a parent or legal guardian.

Witness

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN THE HIKING ACTIVITIES.

April, 2018

<p>Do you have any medical or physical condition we should know about that:</p> <p>a) would impair your ability to travel on uneven or slippery terrain? YES NO Specify:</p> <p>b) would impair your ability to walk at a reasonable pace such that the estimated travel time for the tour would be extended beyond what is reasonable? YES NO Specify:</p> <p>c) could bring the onset of a medical emergency with strenuous activity? YES NO Specify:</p> <p>Do you have any other medical or physical condition we should know about? YES NO Specify:</p>	<table border="1"><tr><td>INITIAL HERE</td></tr></table>	INITIAL HERE
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