

HIGH ALTITUDE FITNESS AND GUIDING LTD

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS TO SUE OR TO CLAIM
COMPENSATION**

FOLLOWING AN ACCIDENT OR INJURY

PLEASE READ CAREFULLY!

Signature of Guest

Date

To: High Altitude Fitness and Guiding Ltd and To: Its directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, assigns, representatives and guests. (all of whom are hereinafter referred to as "the RELEASEES")

DEFINITION

THE RELEASEES' programs include, but are not limited to, day hikes, snowshoeing, backpacking trips, mountain biking, high altitude fitness workouts, physical exercise in a gym or in the mountains.

In this Agreement, the terms "adventure tourism" and "wilderness activities" shall include but is not limited to: day hikes, photography, snowshoeing, backpacking, camping in the mountains, workouts at high altitude, mountain biking, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientations, transportation, water supply, rescue and first aid services, and all travel by or movement around vehicles, helicopters, all-terrain vehicles, watercraft or other vehicles.

ASSUMPTION OF RISKS

I understand that the Releasees' programs involve intrinsic hazards, not all of which can be listed here. Among the more obvious and frequent are:

1. Driving to and from the staging areas.
2. Unpredictable weather, causing extreme heat or cold causing injury or death as well as preventing any means of travel.
3. Wild animals have been known to attack people without warning, causing injury or death.
4. Getting lost or separated from the guide or group.
5. Avalanches, which are highly dangerous and may be triggered by the activities of skiers or climbers or by natural forces.
6. Remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily.
7. Medical problems arising from hiking, backpacking, snowshoeing, mountain biking and other fitness activities at high altitudes or in areas where adequate supplies of clean food or water may be unavailable.
8. Transport by public or private motor vehicle, or helicopter.
9. Hazards involved in day hikes, backpacking trips, snowshoeing, mountain biking, photography.
10. Scrapes, bruises, fractures and other injuries sustained in physical activity indoors and outdoors.
11. **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFE GUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

Initials

HIGH ALTITUDE FITNESS AND GUIDING LTD

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for any of the Releasees high altitude fitness and guiding programs or activities I agree to this release of claims and waiver of liability as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **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 wilderness activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION IN THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. I am not relying on any oral or written statements made by the Releasees or their agents, whether in brochures, advertisements, websites or in individual conversations to lead me to become involved in this program on any basis other than my assumption of the risks involved.
3. I accept all of the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the program I am taking with the Releasees
4. I certify that I am physically capable and fit to participate in these activities and I have no medical conditions or needs other than those listed.
5. I confirm that I have previous mountain biking experience.
6. I confirm that I am eighteen years of age or older. (Younger participants must have a parent or guardian read and sign this document.)
7. I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, my next of kin, my executors, administrators and assigns.
8. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in Alberta and nowhere else.
9. **I HEREBY AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all:
 - a. Liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO 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.

Witness's Signature	Guest's Signature
Witness's Printed Name	Guest's Printed Name
Date	Signature of Parent or Guardian if guest is under age 18

CLIENT INFORMATION

LAST NAME	FIRST NAME
ADDRESS	CITY
PROVINCE/STATE	POSTAL/ZIP CODE
COUNTRY	EMAIL

HIGH ALTITUDE FITNESS AND GUIDING LTD

MEDICAL INFORMATION

EMERGENCY CONTACT	PHONE
ALLERGIES	
MEDICATIONS	
MEDICAL CONDITIONS	
OTHER HEALTH OR MEDICAL INFORMATION	