

Forest Fix

RELEASE OF LIABILITY, WAIVER OF CLAIMS, 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

PLEASE READ CAREFULLY!

To: Ronna Schneberger operating as Forest Fix and 2012166 AB LTD and contractors working for Forest Fix (Herein referred to as Forest Fix); His Majesty, the King, in right of Canada (Parks Canada);

IN CONSIDERATION of Forest Fix accepting my application for and of my being permitted to attend and take part in forest bathing, hiking or snowshoeing trips conducted by Forest Fix on public lands within Municipal, Provincial or National Parks of Canada and owned by His Majesty the King in right of Canada:

- 1. I agree to grant this release from liability,**
- 2. I agree not to sue, I waive all claims and**
- 3. I agree to assume all risks of hiking or snowshoeing trips that I have agreed to participate in, some of which risks are described below.**

1. I HEREBY WAIVE any and all claims that I may now and in the future have against Forest Fix, its owners, servants, agents and contractors (collectively referred to as the staff of Forest Fix) together with His Majesty the King in right of Canada, as owner of the lands on which Forest Fix trips take place, and I release from all liability and agree not to sue those parties for any personal injury, death, property damage or loss, including economic loss sustained by me or by any other person as a result of my participation in any Forest Fix trips **due to any cause whatsoever, including, without limitation, NEGLIGENCE, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under any applicable occupiers' liability legislation on the part of the staff of Forest Fix. I UNDERSTAND THAT NEGLIGENCE INCLUDES the failure by the staff of Forest Fix to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of hiking or snowshoeing trips.**

2. I AM AWARE that forest bathing, hiking and snowshoeing in mountainous terrain are strenuous activities and that these activities have in addition to the usual inherent dangers and risks, certain additional dangers and risks which may include, but are not limited to:

- a. The possibility of a slip or fall,** which may cause personal injury, death or property damage. Areas travelled may not have been previously travelled or examined as to potential dangers.
- b. Unstable or unpredictable weather conditions** which may cause injury, death or property damage due to extremes of heat or cold, and which may prevent travel to, from or within an area.
- c. Unfamiliar and remote terrain** where I may become lost, or become separated from the rest of the party, and which may hamper or prevent communication and result in delays in rescue or the unavailability of prompt medical assistance.
- d. Rough terrain, which may contain dangerous obstacles and hazards,** some of which may be hidden or covered by snow, debris or other material. Some of the obstacles and hazards include ice, variable & difficult snow conditions, loose rock, boulders, rockfall, cliffs, creeks, tree stumps, forest deadfall, holes and depressions, as well as slippery, rocky and muddy trail conditions.

e. **Wild animals** including black and grizzly bears, moose, elk, deer, cougars and other species which are unpredictable and may attack without warning, resulting in injury, death or property damage.

f. **The staff of Forest Fix and other travellers** who, by their conduct, including negligence, may cause injury, death or property damage. **I understand that negligence includes the failure by the staff of Forest Fix to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of hiking or snowshoeing trips.**

3. **I AM AWARE OF** and **I FREELY ACCEPT AND FULLY ASSUME** all the dangers and risks of the forest bathing, hiking or snowshoeing trips and the possibility of personal injury, death, property damage or loss resulting therefrom.

4. **I ACKNOWLEDGE** that the enjoyment and excitement of forest bathing, hiking or snowshoeing trips are derived from being in the wild outdoors far from the comforts and security of populated areas and that the inherent risks of outdoor adventure contribute to such enjoyment and excitement.

5. **I CERTIFY** that I am physically capable and fit to participate in the guided hiking or snowshoeing trip and that **I have no medical conditions or needs which might create or subject me to unusual risks in respect of my participation.**

6. **I AGREE** to govern myself in a manner so as to be responsible for my own safety and I will abide by all applicable laws.

7. **I AM NOT RELYING** on any oral, written or visual representation or statements made by the staff of Forest Fix, in deciding to participate in a forest bathing, hiking or snowshoeing trip.

8. **I AGREE** that this Agreement shall be governed in all respects by and be interpreted in accordance with the laws of Alberta. 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.

9. **I CONFIRM** that I am the full age of 19 years and that **I HAVE CAREFULLY READ AND UNDERSTOOD this Agreement prior to signing it** and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators, successors or assigns.

Signed this ___ day of _____, 20__.

Signature of participant

Printed Name of Participant

Signature of Witness

Printer Name of Witness
