

FOR REFERENCE ONLY
ALL RELEASE AGREEMENTS MUST BE SIGNED ONLINE

Chinook Rafting Release Agreement (18+)

Each adult 18+ MUST complete their own waiver online prior to the activity.

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

(hereinafter the "Release Agreement")
by signing this release agreement you will waive or give up certain legal rights, including the right to sue for negligence, breach of contract, or breach of the Occupiers' Liability Act or claim compensation following an accident

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all participation in River Activities this season

* Initial Here

TO: Chinook River Sports Ltd., TransAlta Corporation, TA Alberta Hydro LP, Stoney Nakoda Developments Ltd., Stoney Nakoda Holdings Ltd., Stoney Nakoda Land Management Ltd., Mini Thni Casino Corp., Stoney Nakoda Nations, Stoney Indian Band, Stoney Tribal Administration, Bearspaw First Nation, Chiniki First Nation, Goodstoney First Nation, and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, related companies, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION

In this Release Agreement the term "River Activities" shall apply to all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: river rafting; white-water rafting; river boating; tours; wakeboarding; scenic nature floats; use of watercraft; use of boogieboards and wakeboards; swimming; cliff-jumping; use of safety equipment including personal floatation devices, helmets and wet suits; orientation and instruction sessions; all transportation or travel by foot or vehicle to and from the river or other drop-off locations; loading and unloading of vehicles and watercraft; consumption of food, water and other beverages; and all related activities.

ACKNOWLEDGMENT – RIVER ACTIVITIES SAFETY

I acknowledge that I have been advised to wear both a helmet and a personal floatation device while participating in the River Activities. Instruction as to the proper use of the helmet and the personal floatation device is available from the guides. I am aware that the River Activities, and the use of other watercraft, may involve sudden, violent and unexpected movement of the watercraft, as well as physical exertion which may result in injury or aggravation of previous injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the River Activities. I acknowledge that I am not, nor will I be, under the influence of drugs or alcohol while participating in River Activities. Communication on the river and in the backcountry is difficult, and rescue and medical treatment may not be available in the event of an accident. 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.

ASSUMPTION OF RISKS

I am aware that participation in River Activities involves many risks, dangers and hazards including but not limited to: accidents which occur during transportation or travel to and from the river; slips, trips and falls; the overturning or upsetting of rafts; sudden, violent and unexpected movement of the raft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia; exposure to very cold water; falling from the raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other watercraft and equipment; encounters with domestic or wild animals; adverse weather conditions including high winds, lightning and thunderstorms; safety or other equipment failure; variation in the water conditions, surfaces and currents; negligent first aid; undercut and eroded riverbanks, obstacles and hazards; terrain that may not have been travelled on before and that is not regularly patrolled; becoming lost or separated from the guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other participants, and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE RIVER ACTIVITIES.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN RIVER ACTIVITIES 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 River Activities and permitting my use of their equipment, watercraft, vehicles, parking and other facilities, I hereby agree as follows:

1: TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have 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 River Activities 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**, R.S.A. 2000, c O-4, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN RIVER ACTIVITIES;

- 2: TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in River Activities;
- 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 Alberta and no other jurisdiction; and
- 5: Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

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

ELECTRONIC SIGNING

I agree this Release Agreement may be signed electronically and this Release Agreement shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law and I hereby waive any objection to the contrary.

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

Signature of participant

Enter your first and last name

Print your name

* Print Your Full Name

Review your signature

Type It

* First Name

* Last Name

* Age Of Participant

* Email

* Phone Number

* City

* Province Or State

* Country

☐ I have read the agreement above titled "Chinook Rafting Release Agreement (18+)" and I agree to be bound by its terms.

Submit