

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE OR OTHER LIABILITY TO THE  
EXTENT IT ARISES FROM PARTICIPATION IN THE ACTIVITIES  
OR SEEK DAMAGES FOR INJURY OR LOSS ARISING FROM PARTICIPATION IN THE  
ACTIVITIES**

**PLEASE READ CAREFULLY!**

Initial

<b>Name</b>	Last	First	Date of Birth (dd/mm/yyyy) / /
	Street		
<b>Address</b>	City	Prov./State	Postal/ZipCode
	Telephone	Email:	
<b>Contact Info</b>			

**TO: Shred Sisters Ltd., Three Sisters Mountain Village Inc., Canmore and Area Mountain Bike Association,** and their respective directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "**the Releasees**")

**DEFINITION**

1. In this Release Agreement the term "**Activities**" all activities, events and services either provided, arranged, organized, sponsored, promoted or authorized by the Releasees, including but not limited to mountain biking, road biking, fat biking, indoor cycle training, yoga, fitness classes, workout sessions, workshops, rides, trips, tours, camps, retreats, events, orientation and instructional sessions, and related travel and transportation (including travel to, from, and between activity locations). For greater certainty, any transportation by automobile or other motor vehicle may involve additional risks and may be subject to separate automobile insurance and legal requirements, and I remain responsible for my own safety and for maintaining any insurance I consider appropriate.

**SAFETY**

2. I agree that I will wear a properly fitted approved helmet at all times while mountain biking and road biking, and I will comply with all applicable municipal and provincial highway laws and regulations.

**ASSUMPTION OF RISKS**

3. I am aware that participation in the Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; variations in the terrain; variable and difficult conditions; streams, creeks and exposed holes; cliffs; crevasses; snowcat roads, road-banks or cut-banks; loose gravel and rocks; constructed obstacles and features such as bridges, ramps, ladders, bumps, berms, jumps and drops; collision with vehicles, equipment or structures; impact or collision with trees, tree stumps, dead fall, rocks and other natural or constructed objects or hazards; equipment failure; mechanical failure of equipment; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; loss of balance; overexertion or lack of fitness or conditioning; shock, stress or other injury to the body; defective, dangerous or unsafe condition of the facilities used for the Activities; impact or collision with other persons; failure to act safely or to stay within designated areas; encounters with potentially dangerous wildlife; negligence of other participants in the Activities; risks associated with travel and transportation in connection with the Activities (including as a driver, passenger, cyclist, or pedestrian, and including interactions with motor vehicles, traffic, and road/trail conditions), which may be subject to separate automobile insurance; and NEGLIGENCE ON THE PART OF THE RELEASEES IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES. **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 ACTIVITIES. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES 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, AND I REMAIN RESPONSIBLE FOR MY OWN SAFETY AND FOR MAINTAINING ANY INSURANCE I CONSIDER APPROPRIATE.

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

4. In consideration of the RELEASEES agreeing to my participation in the Activities and permitting me to use their services, equipment and other facilities, I hereby agree as follows:
  - a) **TO WAIVE AND RELEASE NEGLIGENCE-BASED CLAIMS:** I hereby agree 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 or injury, including death, that I may suffer, or that my next of kin may suffer, arising from or relating to my participation in the Activities, to the extent caused by the negligence of the Releasees, including 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 the Releasees' failure to take reasonable steps to safeguard or protect me from, or to warn me of, the risks, dangers, and hazards of participating in the Activities.
  - b) **NO RELEASE FOR INTENTIONAL MISCONDUCT, ABUSE OR HARASSMENT:** This Release does not apply to, and I do not waive, claims arising from a Releasee's intentional misconduct, abuse, harassment (including sexual misconduct), discrimination, or criminal acts.
  - c) **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 the Activities;
  - d) 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;
5. 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
6. 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.
7. 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 the Activities, other than what is set forth in this Release Agreement.
8. **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 IN RESPECT OF NEGLIGENCE-BASED CLAIMS ARISING FROM MY PARTICIPATION IN THE ACTIVITIES WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Witness
Please print name of Witness clearly

Signature of Participant
Signature of Guardian if Participant is under age of 18