

**WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND  
INDEMNITY AGREEMENT (the “Agreement”)**

**WARNING: READ CAREFULLY!  
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

**BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS OF YOURS OR OF THE REPRESENTED MINOR/ADULT, INCLUDING YOUR OR YOUR REPRESENTED MINOR’S/ADULT’S RIGHT TO SUE. YOU AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY RIVERSIDE RAFTING LTD. AGAINST LEGAL LIABILITY FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING BUT NOT LIMITED TO COVID-19)**

**BY SIGNING THIS DOCUMENT YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING BUT NOT LIMITED TO COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR PARTICIPATION IN RAFTING ACTIVITIES.**

Initial Here

I, the undersigned Participant (the “**Participant**”) and/or the Participant’s legal guardian, understand that this Agreement is a binding legal agreement. In this Agreement, “**Rafting Activities**” means the raft or boat trip, including but not limited to before, during or after the raft or boat trip, anything related to or connected with the raft or boat trip, including the use or occupation of a raft, boat, life vests, apparel, trailers, computers, cameras, mobile phones, software, websites or other forms of communication, any structures (such as loading ramps) used by the Participant, as well as including orientation, training or instruction sessions, if any, direct or indirect (verbal, written or electronic) communication, physical or non-physical interaction with and between any and all participants and the Participant, all transportation or travel, loading, unloading, entering, occupying or using rafting equipment and land of the Province of Alberta, and all other activities on or near the water.

I understand that this Agreement is made for the benefit of Riverside Rafting Ltd. (“**Riverside**”), and their respective partners, directors, officers, agents, representatives, employees, independent contractors, sponsors, subcontractors, successors and assigns (collectively, the “**Releasees**”).

I understand and acknowledge that in consideration of permitting me or the represented minor/adult to participate in Rafting Activities, I acknowledge and agree to the following terms:

**1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I understand and acknowledge the risks, dangers, and hazards which are inherent with Rafting Activities offered by Riverside, which risks include, but are not limited to: the potential for bodily injury, drowning, illness, permanent disability, paralysis, or death arising from transmission of communicable disease (including COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures, or other objects that may be infected with COVID-19 or other communicable illnesses; or negligence or omission of the Releasees (collectively, the “**Risks**”). I further acknowledge that I am in the best position to assess the Risks, that Rafting Activities require exertion and focus and can cause injury or aggravate pre-existing injuries and conditions, and I am solely responsible for deciding whether or not I or, if applicable, the represented minor/adult, should participate.

**I FREELY ACKNOWLEDGE THAT I AM AWARE OF THE RISKS DESCRIBED ABOVE AND I ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS**

\_\_\_\_\_  
Signature of Participant or the Participant’s legal guardian

**2. WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY:** In consideration for allowing the Participant to participate in the Rafting Activities, the Participant and/or the Participant's Guardian (on behalf of the represented minor/adult):

(a) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages, losses, expenses or injuries of any kind, including death that may arise as a result of the Risks or in connection with participation in the Rafting Activities, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same;

(b) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from participating in the Rafting Activities; and

(c) agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs on a full indemnity basis) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees resulting from the Risks arising from the Participant's participating in the Rafting Activities.

**3. REPRESENTATIONS:** I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of Riverside Rafting Ltd. or participating in the Rafting Activities other than what is set forth in this Agreement. I under

**4. JURISDICTION:** I agree that this Agreement and all terms contained within are governed by the laws of the Province of Alberta. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta. Any litigation in any way relating to Riverside Rafting Ltd. or participation in the Rafting Activities or to the matters addressed in this Agreement must be instituted in the Province of Alberta.

**5. SEVERABILITY:** If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS ON MY OWN BEHALF OR ON BEHALF OF THE REPRESENTED MINOR/ADULT BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS, AND IS BINDING ON THE REPRESENTED MINOR/ADULT, HIS/HER EXECUTORS AND ADMINISTRATORS.

**Print Name:** \_\_\_\_\_  
the "Participant"

**Date of Birth:** \_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
the "Guardian" (if Participant is a  
minor or represented adult)

**Signature:** \_\_\_\_\_  
Participant or Guardian for represented  
minor/adult

**Date:** \_\_\_\_\_  
(mm/dd/yyyy)

**Address:** \_\_\_\_\_  
Street, City, Postal Code

**Emergency Contact:** \_\_\_\_\_

**Emergency Phone #:** \_\_\_\_\_