

**EXPLORE BANFF INC.**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND**  
**INDEMNITY AGREEMENT**

*(Hereinafter the "Release Agreement")*

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING**  
**THE RIGHT TO SUE.**

**PLEASE READ CAREFULLY.**

<b>Name</b>	Last		First		Middle
<b>Address</b>	Number	Street		City	
	Country		Postal/Zip Code	Date of Birth: Day / Month / Year	
<b>Contact</b>	Email			Phone/Cell Number	

In consideration of EXPLORE BANFF INC. (hereafter "the Company") accepting my application and allowing me to participate in a Guided Hiking Tour (as defined below), I freely and voluntarily agree to the terms outlined in this Release Agreement.

**DEFINITION:** For this agreement, the term "*Guided Hiking Tour*" includes all activities conducted by EXPLORE BANFF INC. including but not limited to hiking, instruction, briefings, rest breaks, and transportation to and from any trailhead or natural site, occurring within Banff, Yoho, Jasper, Kootenay, and other National Parks of Canada in Alberta and British Columbia, or surrounding public or private lands. This definition includes travel by vehicle or on foot, time spent at staging areas, and all related interactions, whether before, during, or after the hiking activity.

### **ACKNOWLEDGEMENT OF RISKS**

I am fully aware and acknowledge that participating in a Guided Hiking Tour involves numerous inherent and foreseeable and unforeseeable risks, hazards, and dangers, including but not limited to: uneven, slippery, steep, or unstable terrain; sudden and severe weather events such as snowstorms, lightning, wind, and rain; contact or conflict with domestic or wild animals; environmental exposure leading to hypothermia, dehydration, heatstroke, sunburn, or frostbite; falling rocks, trees, or ice; travel in or on motor vehicles which may result in accidents or collisions resulting in serious injury, property damage or death; remote locations with limited or delayed access to

medical services; the misuse, failure, or absence of equipment; and human error, judgment mistakes, and NEGLIGENCE, including that of guides, staff, other participants, or third parties.

**I understand that the Company cannot guarantee my safety and that these risks may result in property damage, serious personal injury, or death. I freely accept and assume all risks, whether known or unknown, and I voluntarily choose to participate with full awareness of the dangers involved.**

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

I hereby irrevocably and unconditionally agree as follows:

- **TO WAIVE ANY AND ALL CLAIMS** that I now have or may have in the future against EXPLORE BANFF INC., its officers, directors, employees, agents, contractors, guides, volunteers, affiliates, successors, and assigns (collectively, the "Releasees"), arising out of or related to my participation in any Guided Hiking Tour;
- **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury, or expense that I may suffer, or that my next of kin may suffer, arising out of or in connection with my participation in the Guided Hiking Tour, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE**, on the part of the Releasees;
- **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, and expenses (including legal fees and costs on a full indemnity basis) arising out of or in any way connected with my participation in the Guided Hiking Tour, including claims made by third parties or claims resulting from my own conduct.

I confirm that I am physically fit and capable of participating in a Guided Hiking Tour. I have disclosed any relevant medical conditions to the Company and will comply with all safety instructions, park regulations, and directions provided by the guide. I understand that I am responsible for my own behavior throughout the tour, as well as for the supervision and conduct of any minors accompanying me.

I confirm that I have not relied on any oral or written representations, warranties, statements, or inducements made by the Company or any Releasee outside of the terms of this agreement. I acknowledge that I have had the opportunity to ask questions and seek legal counsel if desired. I am signing this document voluntarily and with full understanding of its legal effect.

This agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada. If any portion of this agreement is found to be invalid or unenforceable, the remaining sections shall remain in full force and effect.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.**

**Date:** \_\_\_\_\_

**Name of Participant (Print):** \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

**IF PARTICIPANT IS UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:**

**Name of Minor:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Name of Parent/Guardian (Print):** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_