

## RELEASE, WAIVER AND ASSUMPTION OF RISK

Please Read Carefully: By signing this document you will waive certain legal rights, including the right to sue.

TO: CANADIAN XTREME ADVENTURES LTD. (the "Tour Operator")

Destination: \_\_\_\_\_

Tour Date: \_\_\_\_\_

I am aware that during the tour in which I am participating under the arrangements of the Tour Operator, its associates and agents, certain risks and dangers may arise, including, but not limited to, the hazards of traveling in mountainous terrain, illness or accident in remote places without immediate access to medical facilities, the forces of nature, and travel by air, bus, automobile or other means of transportation. I am also aware that skiing and snowboarding involve many risks, dangers and hazards including, but not limited to: boarding, riding disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of ice or snow beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable or difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses, snowcat roads; road banks or cut banks, collision with lift towers; fences snow making equipment, snow grooming equipment, snowcats, snowmobiles or vehicles, equipment or structures; collision with other skiers or snowboards; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers and snowboarders, and NEGLIGENCE ON THE PART OF THE TOUR OPERATOR, ITS ASSOCIATES AND AGENTS INCLUDING THE FAILURE ON THE PART OF THE TOUR OPERATOR OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING.

In consideration of and as part payment for, the right to participate in the tour or other activities and services arranged for me by the Tour Operator and its associates and agents, I have and do hereby assume all of the above risks and will hold them harmless from and defend them against any and all liability, action, suit, debts, demands, and claims of every sort and nature whatsoever which may hereafter arise out of or in connection with my trip or participation in any other activities arranged for me by the Tour Operator and its associates and agents. This Agreement shall serve as a release, waiver of liability and assumption of risk for myself and my heirs, assigns, administrators, executors, and all members of my family.

I certify that I am fully capable of participating in these activities. Therefore I assume and accept full responsibility for myself for bodily injury, death or loss of personal property and expenses as a result of these inherent risks and dangers identified in this Agreement and those inherent risks and dangers not specifically identified, and as a result of my negligence or the negligence of any agent or employee of the Tour Operator in connection with my participation in this activity. I understand that I am to be fully responsible for any medical treatment and/or any necessary emergency evacuation resulting from my participation on this tour.

I agree that in the unlikely event that a dispute of any kind arises between myself and the Tour Operator, the following conditions apply:

1. The dispute will be governed by the laws of the Province of Alberta;
2. The maximum amount of recovery to which I will be entitled under any and all circumstances will be the amount of my tour cost purchased from the Tour Operator;
3. I hereby release the Tour Operator from any and all claims above my tour cost.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this Agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, and estate.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Guardian

\_\_\_\_\_  
Witness

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ CITY \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

HOW DID YOU HEAR ABOUT THIS TOUR? \_\_\_\_\_

(Guardian's signature required if applicant is under 18 years of age traveling in Alberta, 19 years of age traveling in Canada outside of Alberta or 21 years of age when traveling in the United States)

To participate in licensed events, the participant must be;  
18 years of age when traveling in the Province of Alberta  
19 years of age when traveling to all areas of Canada, excluding Alberta;  
21 years of age when traveling to the United States

If you would like to receive our bi-monthly newsletter, please fill in your email address.

Email: \_\_\_\_\_

Interests: Bus Tours  You-Drive  Heli-skiing  Motorcycle Tours