

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

INITIAL _____

Family or Group Representative	Last Name:	First Name:	Initial:
Address	Street:		Phone:
	City:	Province:	Postal Code:

TO: The Grande Prairie Ski Club ("Nitehawk Year-Round Adventure Park") and its directors, officers, employees, instructors, agents, representatives, independent contractors, subcontractors, volunteers, successors and assigns (all of whom are hereinafter referred to as the "Releasees").

In this Release Agreement the term "Slide" means the slide, commonly referred to as the "Summer Tube Slide" located at Nitehawk Year-Round Adventure Park in Grovedale, Alberta and the "Slide Activities" shall include any use of the Slide and 600-foot Conveyor Lift, for any reason, and all other events, activities, programs, services and transportation either connected with or related to the use of the Slide or participation at an event that incorporates the use of the Slide.

ASSUMPTION OF RISKS

I am aware that the Slide Activities, including but not limited to the use of the Slide, will expose me to many risks, dangers and hazards that could result in injury, paralysis, death or damage to me or other third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Slide Activities. The risks, dangers, hazards include, but are not limited to: cuts and bruises; muscle and joint sprains and strains; broken wrists, arms, ankles and legs; concussions; paralysis; injury or death caused by falling off of the Slide or other equipment; colliding with or being landed on by others; colliding with obstacles or barriers; failing to stay in/on the Slide; injury or death due to negligence on the part of myself or other people around me; injury or death due improper use or failure of equipment; injury or death as a result of improper techniques; injury or death due to a medical condition, whether known or unknown by me; injury or death due to a failure to act safely within my own ability; changing weather conditions; mechanical or structural failure of the Slide; difficulty or inability to control one's speed and direction; steep or slippery sections; spectators; other natural or man-made objects; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist and many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SLIDE AND SLIDE 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for participation in the Slide Activities and permitting my use of the Slide, I hereby agree as follows:

- 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, resulting from either my use of or my presence at the Slide, 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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION, 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party resulting from my participation in the Slide Activities or use of or presence at the Slide;
- 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;
- This Release Agreement and any rights, duties and obligations as between the parties to the Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction;
- Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta;
- In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to safety of the Slide Activities or use of the Slide other than what is set forth in this Agreement;
- I declare and represent that I am free from all illness, injury, and defect that could interfere with my safe participation in the Slide Activities and that I am physically fit and sufficiently trained to participate in all Slide Activities. My participation in the Slide Activities is entirely voluntary. I further represent that on the date I will participate in the Slide Activities I will possess and be covered by medical/health insurance, individually or a part of an organization.
- I consent to administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby release and indemnify the Releasees from any and all liability or claims arising out of such treatment. This release extends to any liability arising out of, or in any way connected with, the medical treatment and/or transportation.
- The Slide Activities may be cancelled or modified due to weather conditions, Acts of God or other factors beyond the control of the Releasees. If the Slide Activities are cancelled or modified, no refund will be issued to the Participant; and
- I understand that I will be refused admission to Slide, should the Nitehawk Year-Round Adventure Park staff deem me to be under the influence of drugs and/or alcohol and I acknowledge no refunds will be issued in such a case.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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.

Participant Name (print clearly)	Date of Birth (mm/dd/yy)	Signature (Participant/Guardian if under 18)	Current Date (mm/dd/yy)	Witness Signature