

## MOLARI Adventure Touring Co. Ltd. – Waiver & Liability Release

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

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE *OCCUPIERS LIABILITY ACT* OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL MY PARTICIPATION IN THE ACTIVITIES FOR A PERIOD OF 12 MONTHS FROM THE DATE I SIGN THIS AGREEMENT, INCLUDING ALL ACTIVITIES BOOKED, SCHEDULED AND RESCHEDULED BOTH BEFORE AND AFTER THE DATE OF SIGNING.

Participant Details	Full Name	Age
	Full Address	
	Country	Email

**TO: MOLARI Adventure Touring Co. Ltd.** (hereinafter "MOLARI"), along with its affiliated companies, directors, subsidiaries, shareholders, officers, employees, agents, instructors, guides, representatives, subcontractors, independent contractors, volunteers, hosts, suppliers, successors, and assigns, and other participants, as well as His Majesty the King in Right of Canada (all of whom are hereinafter collectively referred to as "the Releasees").

#### DEFINITIONS

In this Release Agreement, the term "**Activities**" shall include but is not limited to: touring, sightseeing, field trips, hiking, walking, snowshoeing, ice-walking, walking or hiking with ice cleats, picnicking, swimming, photography, use of equipment either rented or loaned, and all activities, services, and use of facilities either provided, arranged, or organized by the Releasees including orientation, educational or instructional sessions, accommodation, food, beverage and water supply, overnight stays in the outdoors (unplanned), use of urban and non-urban paths and roadways, travel within and between MOLARI tour locations, use of transportation provided by MOLARI including participation in vehicle tours, pick-up and drop-off services, loading and unloading equipment, interpretation stops, use of parking lots, viewpoints, boardwalks, bridges, pull-offs, stairs, walkways, and other public spaces; all travel by or movement around ski lifts, helicopters, other aircraft, snowmobiles, ATVs, watercraft, or any other mode of transportation; and all other activities, gatherings, and services in any way connected with or related to the Activities.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

#### ASSUMPTION OF RISKS

I am aware that participating in the Activities will expose me to many risks, dangers and hazards that could result in physical injury, psychological injury, death, paralysis, property damage or loss to me and other third parties. These include but are not limited to: uncontrolled, unmarked, and uninspected terrain; failure to predict whether the terrain or weather is safe for use or travel, including failure to predict whether an avalanche may occur; avalanches, which may be caused by natural forces or by persons traveling through the terrain; rock falls or slides; slips, trips and falls; falls from heights; loss of balance; travel over mountainous or alpine terrain where fallen

timber, branches, rocks, roots, logs, loose gravel, ice or other obstacles or hazards, steep slopes or uneven or unstable ground may cause slips and falls on surfaces and from heights; sink holes; steep cliffs; rapidly changing mountain weather conditions; snow; rain; heat; cold; lightning; forest fires and smoke from fires; high winds; incomplete warnings or instructions; slippery and difficult ground and travel conditions; equipment failure; travel on, through or beside resource roads, snowfields, streams, creeks, rivers, open water, ponds and lakes; drowning; hypothermia due to exposure to very cold water; variable and unknown water depths; strong currents or rapids; falling snow, ice, or other objects; encounters with domestic animals including dogs, wildlife, including bears and cougars, and other people; urban hazards including sidewalks, construction zones, road crossings, bikes, pedestrians, and traffic; becoming lost or separated from the guide or party; encounters with dangerous flora or fauna; effects of over-exposure to the sun; effects of high altitude, including pulmonary edema and cerebral edema; lack of fitness; overexertion; hypothermia; dehydration; heat exhaustion; food or alcohol poisoning; allergic reaction; negligent first aid or rescue; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; witnessing or being involved in a traumatic or upsetting incident; transportation accidents; failure to follow instruction; distraction; negligence, inattention or inexperience of other persons, including other participants; and **NEGLIGENCE ON THE PART OF THE RELEASEES.** **I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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.**

#### **ASSUMPTION OF RISKS CONTINUED**

The added risks of rescue by helicopter during the Activities include travel over mountainous or alpine terrain; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error. Communication in the alpine and backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Alpine and mountain weather conditions may be extreme and can change rapidly and without warning making travel by foot, helicopter, ATV or snowmobile hazardous and unpredictable. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

#### **TRANSPORTATION – ADDITIONAL RISKS**

I am aware that the use of transportation provided by MOLARI will expose me to additional risks beyond those outlined above, including but not limited to: motor vehicle collisions, wildlife strikes, sudden stops, shifting cargo, entering/exiting the vehicle, and loading/unloading equipment.

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES, AND I AGREE 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. I FURTHER AGREE MY PARTICIPATION IN THE ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.**

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

In consideration of the Releasees allowing me to participate in the Activities, I hereby agree as follows:

**1. 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in the Activities, **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 ACT, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability related to third-party services, products, or venues included in or recommended before, during or after the Activities, regardless of whether MOLARI receives a commission or referral fee for such inclusions/recommendations;
4. 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. I am physically fit for the Activities and acknowledge they may aggravate pre-existing conditions;
6. I will remain sober for all active elements of the Activities. If visiting a winery, brewery, or distillery, I agree to consume responsibly and acknowledge the guide's authority to limit my participation if I appear impaired;
7. I am responsible for the proper use and return of all MOLARI or rental gear/equipment, and agree to pay for any loss, damage, or replacement at full retail value;
8. Media Release: By participating, I grant MOLARI permission to use tour photos/videos for marketing and social media. I may opt out or request image removal at any time by contacting MOLARI directly;
9. This Release Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the Province of Alberta and no other jurisdiction;
10. 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 Alberta; and
11. If any part of this Agreement is held unenforceable by a Court, that provision shall be modified to reflect the parties' original intent, and all remaining terms will continue in full force and effect.

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.

**I CONFIRM THAT I HAVE READ, UNDERSTOOD AND AGREE TO THIS RELEASE AGREEMENT. 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. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE - WHETHER ELECTRONIC OR HANDWRITTEN - TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.**

**DATE OF SIGNING (YYYY/MM/DD):** \_\_\_\_\_

Signature of Participant (must be 18 years or older)	Print Name of Participant (must be 18 years or older)
--	---

Signature of Parent / Guardian (if Participant is under 18)	Print Name of Parent / Guardian (if Participant is under 18)
---	--

## **MEDICAL INFORMATION FORM**

The details provided on this Medical Information Form are to be provided by, and relate to, the Participant named on the first page of the attached Waiver & Liability Release.

This information is collected solely for your safety and will only be accessed by MOLARI staff for the purposes of appropriate tour preparation and in the event of an emergency.

### **PARTICIPANT MEDICAL INFORMATION:**

<b>Allergies</b> (please specify if anaphylactic/carry an EpiPen)	
<b>Medications</b> - including dosages, frequency	
<b>Medical conditions</b> - e.g., asthma, heart conditions, recent injuries, or mobility limitations	
<b>Medical insurance carrier and policy number</b>	
<b>Is there any other health or medical information you would like us to know about?</b>	

### **EMERGENCY CONTACT:**

Emergency Contact First & Last Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Contact Telephone & Email: \_\_\_\_\_