

**DISCLOSURE and ASSUMPTION OF RISKS, RELEASE of LIABILITY, WAIVER of CLAIMS, and INDEMNITY AGREEMENT
("Agreement")**

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

PLEASE READ CAREFULLY!

From: _____
Name

Address

Phone No.

TO: Earth & Pine Outdoor Inc., and its directors, officers, employees, contractors, agents, guides, instructors, volunteers, guests and representatives (collectively, "E&P")

In consideration for my or my child's participation in the Hiking Activities I agree to the following terms:

Definitions

- In this agreement:
 - "Hiking Activities" includes all activities provided by or arranged by E&P including but not limited to hiking on designated and non-designated trails in wilderness areas and traversing over unknown terrain to detour around obstacles, and "Hiker" means anyone participating in Hiking Activities.
 - "I", means me and also my heirs, executors, successors, assigns, guardians, trustees and personal representatives.

Disclosure of Common Risks

- The following are some, but not all, risks, hazards and dangers that Hikers are exposed to during Hiking Activities:
 - RUGGED MOUNTAIN TERRAIN**– hazards include but are not limited to steep and uneven trails, loose rock, unstable slopes, rockfalls, surfaces made slippery by ice, water or mud and creek beds subject to flooding. Communications in this mountain terrain are always difficult and in the event of an accident, rescue and medical attention may be delayed or not available.
 - WILDLIFE**–encounters with wildlife can be unpredictable and dangerous. Rare attacks by wildlife are possible.
 - PLANTS & INSECTS**- interactions with plants and insects may illicit severe or life threatening anaphylactic reactions. Some tick species are known to cause diseases in humans such as Rocky Mountain spotted fever and Lyme disease.
 - WEATHER**- bad weather may result in discomfort or cold and may lead to hypothermia; lightning strikes may be fatal.

I have read and understand the DISCLOSURE OF COMMON RISKS section and appreciate the risks described therein. I understand that this list is not exhaustive, and that Hikers may be exposed to other risks, hazards and dangers.

INITIAL HERE

Assumption of Risks

- I understand that participation in Hiking Activities comes with certain risks, hazards and dangers, including but not limited to those described above, and as a result a Hiker may suffer serious injury or even death from slipping, tripping or falling, rockfalls, wildlife, insects, ticks, terrain, bad weather, over-exertion, exhaustion, medical emergency, negligence on the part of other participants in the Hiking Activities and NEGLIGENCE ON THE PART OF E&P, INCLUDING THE FAILURE ON THE PART OF E&P TO SAFEGUARD OR PROTECT ME AND OTHERS FROM THE RISKS, DANGERS AND HAZARDS OF THE HIKING ACTIVITIES.

I freely accept and assume all risks, hazards and dangers associated with participation in Hiking Activities, as described in the ASSUMPTION OF RISKS section. Accordingly, my or my child's participation in Hiking Activities is ENTIRELY AT MY OWN RISK.

INITIAL HERE

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

- I waive all claims that I have or may have in the future have against E&P and I release E&P from all liability for any loss, damage, expense or injury including death that I may suffer as a result of my participation in Hiking Activities due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, OR IN RESPECT TO E&P's PROVISION OR FAILURE TO PROVIDE ANY WARNINGS, DIRECTIONS OR INSTRUCTIONS OR DUE IN ANY WAY TO THE RISKS, HAZARDS AND DANGERS OF PARTICIPATION IN THE HIKING ACTIVITIES.

5. I hereby indemnify and save harmless E&P from all liability, including without limitation, for any injury, death, damage or expense, to any person, howsoever arising, resulting from my or my child's participation in the Hiking Activities.

I read and understand the RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY Section. I understand that I am giving up legal rights that I might otherwise have against E&P. I also understand I am incurring significant legal and financial obligations to E&P.

INITIAL HERE

Rules, Policies and Procedures

6. I understand and accept E&P's rules, policies and procedures, and I will abide by all of E&P's instructions. I agree that E&P reserves the right to refuse my or my child's participation in the Hiking Activities if it believes participation may be unsafe for myself or others or that my or my child's physical condition will increase travel time beyond the expected tour time.
7. I understand that it is my duty to fully disclose and conditions or circumstances known to me which might have an impact on me, other participants or E&P during the Hiking Activities. I confirm that I have made complete, honest and accurate disclosure in the Client Disclosure section at the end of this Agreement.

I understand the Rules, Policies and Procedures section and I confirm that I have made full disclosure in the Client Disclosure section below.

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Miscellaneous

8. This 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 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.
9. In entering into this Agreement, I am not relying on any oral or written representation or statements made by E&P with respect to the safety of Hiking Activities, other than what is set forth in this Agreement. I acknowledge that E&P has not offered or provided any legal advice about the contents of this Agreement and that I had ample opportunity to review the Agreement in detail prior to engaging E&P.

I CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THIS ENTIRE AGREEMENT PRIOR TO FREELY SIGNING IT

INITIAL HERE

Signed and delivered on _____, 201__.

Witness

Print Name: _____

Participant

Print Name: _____

If under 18 years of age, the Agreement MUST be signed by a parent or legal guardian.

Client Disclosure

Do you or your child have any medical or physical condition that:

- a) would impair your ability to travel on uneven or slippery terrain?

___ NO;
___ Yes, here are the details: _____

(Attach a separate sheet if necessary)

- b) would impair your ability to walk at a reasonable pace during Hiking Activities?

___ NO;
___ Yes, here are the details: _____

(Attach a separate sheet if necessary)

- c) could bring the onset of a medical emergency with strenuous activity?

___ NO;
___ Yes, here are the details: _____

(Attach a separate sheet if necessary)

Do you have any other medical or physical condition we should know about?

___ NO;
___ Yes, here are the details: _____

(Attach a separate sheet if necessary)