PINCHER CREEK RANCHES CO LTD.
WILD EDEN CHALET

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!
THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES AND USE OF WILD EDEN CHALET

INITIAL OF PARTICIPANT

Name	Last	First		Middle Initial
Address	Street		City	
	Prov/State	Country		Postal/Zip Code
Telephone	Home	Work		Mobile
Date of Birth	Year Month Day	**Age**		
Email Address				

TO: Pincher Creek Ranches Co Ltd., as the owner of the residence referred to herein as **Wild Eden Chalet**, and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "**Releasees**").

DEFINITION

In this Agreement, the term "**Wilderness Activities**" shall include all activities that take place at Wild Eden Chalet and use of facilities (including the pool pavilion and all other buildings, the trail system and all surrounding private land owned by Pincher Creek Ranches Co Ltd.) and shall include all activities, events and services, either provided, arranged, organized, conducted, sponsored or authorized by the Releasees, and shall include, but is not limited to: hiking, snowshoeing, nature study, wildlife photography, snow sports, nordic skiing, touring, mountaineering, rock or ice climbing, expeditions, trekking, glacier travel, mountain biking, horseback riding, quad vehicle use, snow mobile use, swimming, boating, fishing, water sports, pool use, orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, rescue and first aid services, renting and loaning of equipment and all travel by or movement around helicopters and other aircraft, horses and pack animals, all-terrain vehicles, watercraft or other vehicles, and all other activities and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS

I am aware that the Wilderness Activities offered by the Releasees may take place in a wilderness environment and that participation in these activities involves many risks, dangers and hazards. Rock, snow, or ice falls and mudslides occur frequently in the terrain used for Wilderness Activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether certain terrain is safe for use or whether weather conditions may render travel unsafe. The terrain used for Wilderness Activities is uncontrolled, unmarked, is not inspected, and involves many risks, dangers and hazards. Such risks, dangers and hazards may include, but are not limited to: snow cornices; crevasses; cliffs; falling trees; creek or river crossings; cold water; high winds; lightning; loose or unstable rocks, boulders, ice, snow, roots and fallen logs; forest fires; slippery and difficult ground and travel conditions. Additionally, other risks, dangers and hazards associated with the Wilderness Activities include, but are not limited to: encounters with hunters or domestic or wild animals, including bears and cougars; wilderness travel in mountainous or alpine environments; hypothermia; snow immersion; effects of high altitude including pulmonary oedema and cerebral oedema; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; slips, trips and falls and impacts or collision with other persons, animals, equipment, or objects; becoming lost or separated from one's party or guide; negligent first aid; negligence of other persons including other participants and **NEGLIGENCE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES**. Communication in the wilderness environment is difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be immediately available or may be delayed. Mountain weather conditions may be extreme and can change rapidly and without warning.

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

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INITIAL OF PARTICIPANT

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID
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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
In consideration of the Releasees allowing me to participate in Wilderness Activities as defined in this Release Agreement, and for other good and valuable consideration, 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 next of kin 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 THE OCCUPIERS' LIABILITY LEGISLATION OR OTHERWISE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE, I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE RELEASEES, AND FOREVER RELEASE AND DISCHARGE THE RELEASEES FROM LIABILITY UNDER SUCH CLAIMS;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from my participation in the wilderness activities;

3. this Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;

4. 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 laws of Alberta and no other jurisdiction; and

5. any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

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 the activities, other than what is set forth in this Release Agreement.

This Release Agreement constitutes the entire agreement of the Releasees and me with respect to the subject matter contained herein and supersedes all prior understandings, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES AND USE OF WILD EDEN CHALET.

Signature of Participant
Print Name of Participant
Signature of parent or guardian if participant is under the age of 19
Date