

## RIVERS EDGE ULTRA MARATHON (the "ULTRA")

### RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

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

**PLEASE READ CAREFULLY BEFORE SIGNING OR INITIALING!**

TO: RIVERS EDGE ULTRA RUN INC., RIVERVIEW PROPERTIES INC., DEVON ESTATES LIMITED, BRYAN WALLACE, PATRICIA M A BAILEY, MARK SCHLECKER, JAMES ROBERT BAILEY, HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF ALBERTA, PARKLAND COUNTY, THE TOWN OF DEVON and their respective affiliated and/or associated companies, including without limitation all their respective directors, shareholders, officers, partners, officials, staff, race directors, employees, agents, representatives, advertisers, contractors, coaches, leaders, volunteers, sponsors and any others participating in or associated in any capacity directly or indirectly with the Ultra and all their respective successors, assigns personal representatives, heirs, next of kin, administrators, representatives and executors (all the aforesaid are hereinafter collectively referred to as the "Releasees").

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email address: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_

In consideration of being allowed to participate in the Ultra as a volunteer and the receipt of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree to the following:

***Initial each item below after reading and understanding it.***

**1.)** I am familiar with and accept that there is always the risk of serious injury, death and/or loss resulting from participating as a volunteer in "ultra marathon" race events including this Ultra. Some of the activities that I will participate in at the Ultra include, without limitation, running, walking, hiking, assisting and/or guiding and/or directing others, sightseeing and associated activities (hereinafter collectively referred to as the "Activities") involve many risks, dangers and hazards including, but not limited to: numerous physical, emotional and mental issues; dehydration; over hydration; becoming lost and/or injured; having to self rescue and administer first aid to oneself; changing weather conditions; slides; avalanches; loss of balance or control; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of the ground on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made roads and other items; variable and difficult conditions; streams, creeks, and exposed holes in streams, paths, roads, paths or creeks; cliffs; crevasses; roads; trenches; road-banks or cut-banks; collision with trees, fences, motorized equipment, vehicles or structures; collision with other persons; the failure to act safely or within one's own ability or to stay within designated areas; negligence or gross negligence of others; and negligence on the part of the Releasees (collectively referred to as the "Risks"). **I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE ANY STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS OF THE ACTIVITIES. USE OF THE ULTRA TERRAIN INVOLVES INCREASED RISK OF INJURY. I AM ALSO AWARE OF THE RISKS REFERRED TO ABOVE EXIST THROUGHOUT THE AREA WHERE THE ULTRA WILL BE HELD AND NONE ARE MARKED. I AM FAMILIAR WITH AND AWARE OF THE RISKS ASSOCIATED WITH THE ACTIVITIES THAT I WILL BE INVOLVED IN AT THE ULTRA AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR LOSS RESULTING THEREFROM AND AGREE TO TAKE FULL RESPONSIBILITY FOR MY OWN SAFETY AND WELL BEING.**

**2.)** I am physically, mentally and emotionally fit to participate in the Activities; all my equipment is appropriate for and in the proper condition to participate in the Activities; I will immediately remove myself from participating in the Activities if at any time I sense or observe any unusual hazard or unsafe condition or I feel that I have experienced any deterioration in my physical, emotional or mental fitness or, that of my equipment, or exceeded my comfort level for continued participation in the any of the Activities.

**3.)** In entering into this Agreement I am not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

**4.)** Rivers Edge Ultra Run Inc. may use images taken of me at this race with or without the use of my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

**Initial**

5.) This 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 and is non-transferable.

6.) This 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 the Province of Alberta and no other jurisdiction.

7.) 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.

8.) **BEFORE SIGNING THIS AGREEMENT I READ IT AND I UNDERSTAND IT. 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.**

9.) **I HAD THE OPPORTUNITY OF OBTAINING INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.**

10.) **I SHALL NOT SUE AND WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees or, any one of them, for any loss, damage, expense or injury of any form or type including death that anyone or anything may suffer including myself, or that my next of kin, personal representatives, assigns, heirs, executors and successors may suffer as a result of my participation, presence and/or association with the Ultra and/or Activities in any way and/or travelling beyond the area boundary of the Ultra race course, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION WILFUL MISCONDUCT, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c.0-4, ON THE PART OF THE RELEASEES.**

11.) **I SHALL BE LIABLE FOR, HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES and, each of them, from all actions, proceedings, claims, damages, costs (including court costs and legal fees and disbursements on a solicitor client full indemnity basis) and liabilities of whatsoever nature or kind that anyone or anything may suffer, including myself and/or my next of kin, personal representatives, assigns, heirs, executors and successors as a result of my participation, presence and/or association with the Ultra and/or the Activities in any way and/or travelling beyond the area boundary of the Ultra race course, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION WILFUL MISCONDUCT, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c.0-4, ON THE PART OF THE RELEASEES.**

**(COMPLETE THIS SECTION IF A CHILD UNDER 18 YEARS OF AGE IS THE PARTICIPANT).**

A.) I am the parent and/or legal guardian of the child participant named above and I have discussed this Agreement with the child participant; I am satisfied the child participant understands this Agreement and I am executing this Agreement on behalf of the child participant in my capacity as parent and/or guardian and with the intent that this Agreement be binding on myself, the child participant and our respective next of kins, heirs, executors and administrators for all legal purposes.

B.) I freely accept and fully assume all responsibility for the Risks and possibilities of personal injury, death, property damage or loss resulting from the child being a participant in the Activities.

C.) I acknowledge that it remains my sole responsibility for the safety of the child participant and for the child to participate within his/her own limits.

Signature Parent/legal guardian of child participant: \_\_\_\_\_

Print name of parent/legal guardian of child participant: \_\_\_\_\_

Date of birth or child participant: \_\_\_\_\_

SIGNED BEFORE THE WITNESS BELOW ON THE \_\_\_\_ day of \_\_\_\_\_ 2017.

Participant Signature: \_\_\_\_\_

Print name of participant: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Print name of witness: \_\_\_\_\_