

**RIVERS EDGE ULTRA RUN INC. ("REU")**

**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!**

TO: RIVERS EDGE ULTRA RUN INC., OLIVE TREE PROJECTS, DOMINION CAMPCORP 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 activities and sporting events, without limitation, offered by or associated with REU 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").

In consideration of being allowed to participate in any activity and/or sporting event (including use of equipment and/or facilities) (the "Event") offered by or associated with REU, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree to the following:

1. I am the participant and/or volunteer (the participant and/or volunteer are collectively referred to herein as the "Participant") in the Event. The Participant is aware that participating in the Event exposes the Participant to many inherent risks, dangers and hazards. By engaging in the Event, the Participant freely accepts and assumes all inherent risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. The Participant is familiar with and accepts that there is always the risk of serious injury, death and/or loss resulting from participating in this Event. Some of the activities the Participant will participate in at the Event include, without limitation, running, walking, sliding, hiking, sightseeing and related activities which 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; slips, trips and falls; having to self-rescue and administer first aid to oneself; changing weather conditions; slides; avalanches; falling; loss of balance or control; drowning, 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; rivers, 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 and/or objects; encounters with animals; 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"). **THE PARTICIPANT UNDERSTANDS THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE ANY STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM ANY OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT. USE OF THE PREMISES AND FACILITIES ON WHICH THE EVENT IS HELD INVOLVES INCREASED RISK OF INJURY. THE PARTICIPANT IS ALSO AWARE OF THE RISKS REFERRED TO ABOVE AND MANY OTHERS EXIST THROUGHOUT THE AREA WHERE THE EVENT WILL BE HELD AND NONE ARE MARKED. THE PARTICIPANT IS FAMILIAR WITH AND AWARE OF THE RISKS ASSOCIATED WITH THE ACTIVITIES THAT THE PARTICIPANT WILL BE INVOLVED IN AT THE EVENT AND THE PARTICIPANT FREELY ACCEPTS AND**

**FULLY ASSUMES ALL SUCH RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR LOSS RESULTING THEREFROM AND AGREES TO TAKE FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELL BEING.**

2. The Participant is physically, mentally and emotionally fit to participate in the Event; all the Participants equipment is appropriate for and in the proper condition to participate in the Event; the Participant will immediately remove him/herself from participating in the Event if at any time the Participant senses or observes any unusual hazard or unsafe condition or, the Participant feels that he/she has experienced any deterioration in its physical, emotional or mental fitness or, that of his/her equipment, or exceeded its comfort level for continued participation in the any of the Event.
3. In entering into this Agreement, the Participant is not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Event and the Participant voluntarily chooses to participate in the Event.
4. The Participant hereby grants permission to REU the rights of its image, likeness and sound of his/her voice as recorded on audio or video tape without payment or any other consideration. The Participant understands that his/her image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein the Participants likeness appears. Additionally, the Participant waives any right to royalties or other compensation arising or related to the use of his/her image or recording.
5. This Agreement shall be effective and binding upon the Participants heirs, next of kin, executors, administrators, assigns and representatives.
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. 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.
7. Should one or more provisions in this Agreement be judicially determined to be unenforceable the remaining provisions shall continue to be binding and enforceable.
8. BEFORE SIGNING THIS AGREEMENT THE PARTICIPANT HAS READ IT AND UNDERSTANDS IT. THE PARTICIPANT IS AWARE THAT BY SIGNING THIS AGREEMENT THE PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS WHICH IT OR ITS HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.
9. **THE PARTICIPANT SHALL NOT SUE AND WAIVE ANY AND ALL CLAIMS that he/she has 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 or anything else the Participant may suffer, or that of the Participants next of kin, personal representatives, assigns, heirs, executors and successors may suffer as a result of the Participants participation, presence and/or association with the Event in any way and/or travelling beyond the area boundary of the Event 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 (as amended), ON THE PART OF THE RELEASEES**
10. THE PARTICIPANT 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 the Participant and/or the Participants next of kin, personal representatives, assigns, heirs, executors and successors may suffer as a result of the Participants participation, presence and/or association with the Event in any way and/or travelling beyond the area boundary of the Event 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 (as amended), ON THE PART OF THE RELEASEES.

11. **THIS SECTION IS APPLICABLE IF A CHILD IS UNDER 18 YEARS OF AGE**

- a. I am the parent and/or legal guardian of the child participant named herein and I have discussed this Agreement with the child participant; I am satisfied the child participant understands this Agreement and I am executing/agreeing to 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 Event, and
- 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.

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