

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

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I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH CalgaryWalks & Bus Tours ("CalgaryWBTours"), a division of Lifetime Adventures Corporation ("Lifetime Adventures"), including but not limited to, any risks that may arise from negligence or carelessness on the part of CalgaryWBTours/Lifetime Adventures, its directors, officers, employees, volunteers, agents, contractors and representatives (the "Tour Operator"), wheresoever located, from dangerous or defective equipment or property owned, maintained or controlled by them or their volunteers, agents, contractors and representatives or because of their possible liability without fault.

I certify that I am medically fit, and have not been advised by a qualified medical professional to not participate in such activities. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Tour Operator and organizers of the activity in which I may participate and that it will govern my actions and responsibilities at such activity.

In consideration of my application and permitting me to participate in this activity, I hereby take responsibility for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(a) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Tour Operator for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, including their directors, officers, employees, volunteers, representatives, and agents, sponsors, and volunteers;

(b) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Tour Operator or other entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of the Releasees or otherwise.

I acknowledge that the Tour Operator and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity or providing services on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The

risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, wild animals and actions of other people including, but not limited to, participants, volunteers, tour directors, guides and others involved in delivering the activity to me. These risks are not only inherent to participants but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Tour Operator.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

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Participant's Name  
(Please print legibly)

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Date

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Participant's Signature

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Parent/Guardian Signature  
(If under 18 years old, Parent or Guardian must also sign)

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Date

Last revision: November 29, 2017