

# Alpine Interface Inc.

## Release of Liability, Waiver of Claims Assumption of risks and indemnity agreement.

By signing this document, you will waive certain legal rights, including the right to sue

**PLEASE READ CAREFULLY!**

Initial

FIRST NAME

LAST NAME

STREET

CITY

PROVINCE

POST CODE

DATE OF BIRTH

**To: Alpine Interface Inc., Her Majesty the Queen in Right of the Province of Alberta and British Columbia**, and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assignees (all of whom are hereinafter collectively referred to as "the Releasees").

**Definition:** In this agreement, "**alpine activities**" shall include, but is not limited to: alpine hiking, trekking, walking, sea-kayaking, alpine skiing, telemark skiing, snow boarding, touring, glacier travel, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, and all travel by trains, buses, minibuses, taxis, boats, and on foot.

**Assumption of risks - I am aware that participating in alpine activities as defined in this Agreement, involves various risks, dangers and hazards. Some include:**

**Avalanches, Rock Fall, Ice Fall** - which frequently occur in the terrain used for alpine activities and may be caused by natural forces such as ice, rock or glacier instability, by persons traveling through the terrain, or by changing weather conditions.

I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche or rock or any other hazards may occur.

**Mountainous or steep terrain** - where a fall may cause injury or death.

The terrain used for alpine activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition of that of an avalanche or rock fall. Some of these obstacles and hazards include glacier crevasses, rocks and boulders, tree wells, tree stumps, forest deadfall, still and moving water, holes and depressions, and varying and difficult conditions for alpine activities. These mountainous areas have dangerous man-made obstacles and hazards, which may include roads, steep trails, fences, bridges and other structures.

**Weather** - Weather conditions can be extreme and can change rapidly without warning.

**High Altitude** - High Altitude can lead to pulmonary or cerebral edema, both of them can be life threatening or fatal.

**Means of Travel** - additional risks are posed by mechanized travel in mountainous areas due to mechanical failure, operational error and changeable weather conditions; This includes travel by boat, bus, taxi, buses and any other local transport in the region you will be visiting.

**Wild and/or poisonous plants, animals and insects** - which are unpredictable by nature and may affect or attack travelers while on a trip with Alpine Interface Inc.

**Illness** - which may be caused, among other things, by untreated water, plants and animals, or the difficulty of maintaining hygiene in some of the more remote areas where we offer alpine activities.

**Proximity of Medical Care** - which may not be readily available or effective in some of the more remote areas in a guided trip involving alpine activities;

**Choice and Use of Equipment** - equipment for alpine activities may become faulty or fail or become inappropriate and may not be replaceable or repairable in the course of a guided trip involving alpine activities.

**Other dangers and hazards** - Civil unrest, strikes, terrorism, or impact or collision with other persons cannot be predicted.

I agree that I have made true statements about my health conditions and prior experiences in adventure travel, and that there are no medical or physical reasons preventing me from participating in the chosen activity.

I agree not to sue Alpine Interface Inc. in respect of, and forever release them from, all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the trip - including, without limitation, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property - in each case even if caused in whole or in part by the conduct, including the negligence, of Alpine Interface Inc., except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of Alpine Interface Inc. or their employees, guides, shareholders, officers or directors, in which case the traveller retains the right to sue only Alpine Interface Inc. in respect of that conduct.

I agree further that I will indemnify and hold Alpine Interface Inc. harmless in respect of any claims arising in connection with the trip made by: i) third parties, which arise from the misconduct of the traveller; ii) the traveller's family members, dependants or heirs, iii) third parties, which the traveller, their estate, their family members, dependants or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from Alpine Interface Inc.; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of Alpine Interface Inc., or their employees, guides, shareholders, officers or directors.

In further consideration for participating in the trip, travellers agree that Alpine Interface Inc., or their designate, may use any photographic or film records of the trips for promotional and/or commercial purposes, without any remuneration to the traveller. The traveller agrees to assign all right, title and interest they may have in or to any media in which their name or likeness might be used to Alpine Interface Inc..

I agree that Alpine Interface Inc. is the trustee of the respective rights under this Limitation of Liability, Release and Indemnity, which will apply to a traveller's trip and any transfer of a reservation to another trip, including any pre-trip or post-trip extensions. This Limitation of Liability, Release and Indemnity is binding upon all members of the traveller's family, dependants, estate, heirs, successors and legal personal representatives. Any claim or dispute arising out of or relating to this Limitation of Liability, Release and Indemnity or its interpretation, the trip, or the traveller's relationship with Alpine Interface Inc. will be resolved exclusively in the courts of the Province of Alberta and will be governed exclusively by Alberta law.

In entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of alpine activities, other than what is set forth in this Agreement.

I confirm that I have read and understood this Agreement prior to signing it, and 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Signature Participant

Signature Witness

Print Name and Address of Witness

Name of minor(s) if applicable

Signature of releaser