

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT 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*

SIGNATURE OF GUEST

Last Name:		First Name:		Age:
Email Address:			Telephone:	

TO: FRESHFIELD VENTURES INC. Operating as BIG NATURE, OR COMPANY OF ADVENTURERS; HIS MAJESTY THE KING IN RIGHT OF CANADA; and their respective directors, officers, employees, guides, apprentice guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

DEFINITION

In this Release Agreement, the term "**wilderness activities**" shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including, but not limited to:

- Hiking, trekking, transportation, accommodation, sightseeing tours, food and beverage, and water supply, Nordic skiing, snowshoeing, road and paved trail biking

ASSUMPTION OF RISKS

I understand that participation in wilderness activities can be both physically challenging and will expose me to many risks, dangers and hazards, including but not limited to:

<ul style="list-style-type: none"> • Steep terrain where a fall may cause serious injury or death; loss of balance, slips, trips and falls; impact or collision with other persons 	<ul style="list-style-type: none"> • Avalanches caused by natural forces or by persons travelling through the terrain; snow immersion
<ul style="list-style-type: none"> • Cliffs; rockfall; variable and difficult snow conditions; trees, tree wells, tree stumps, forest dead fall; rocks; creeks, lakes 	<ul style="list-style-type: none"> • Violent and unpredictable weather including lightning which may prevent or restrict travel
<ul style="list-style-type: none"> • Accidents which occur during transportation or travel to and from the wilderness location 	<ul style="list-style-type: none"> • Communication in the remote terrain may be difficult and in the event of an accident, rescue and medical treatment may not be readily available
<ul style="list-style-type: none"> • Effects of high altitude including pulmonary edema and cerebral edema 	<ul style="list-style-type: none"> • Encounters with or exposure to dangerous or poisonous flora and fauna
<ul style="list-style-type: none"> • Encounters with domestic and wild animals including bears, cougar, sheep, elk and moose 	<ul style="list-style-type: none"> • Infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact

FRESHFIELD VENTURES INC. operating as Big Nature, or Company of Adventurers

<ul style="list-style-type: none"> ● Becoming lost or separated from one's party or guide; 	<ul style="list-style-type: none"> ● Infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact
<ul style="list-style-type: none"> ● 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. 	

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities 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 wilderness 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION 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;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities;
3. This Release 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;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province Alberta and no other jurisdiction; and 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Alberta and shall be within the exclusive jurisdiction of the Courts of that province.

I CONFIRM THAT I HAVE READ 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES WITH THE RELEASEES.

Date		Signature of Parent or Guardian if Guest is under age 18	
Signature of Guest		Signature of Witness	
Print Name of Guest		Print Name of Witness	
Address	Street		Postal/Zip Code
	City	Prov/State	
Emergency Contact:		Emergency Contact #:	