

# **Denis Gauvreau doing business as Greenhead Adventures (hereafter “Greenhead Adventures”)**

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

### **PLEASE READ CAREFULLY!**

I hereby acknowledge that the hunting trip, fishing trip, sightseeing trip, camping trip, photography or other guided tour that I am participating in involves risks and dangers which are inherent to hunting and wilderness travel, including, but not limited to, hazards of travelling by motorized vehicle, on horseback, by airplane, and by boats; hazards of carrying and being in possession of firearms and ammunition; hazards of being exposed to the elements of nature; hazards of being in areas where hunters are likely to be present; hazards of being and travelling in remote wilderness areas and hazards arising from accidents, acts of God, illness and forces of nature.

I freely accept and assume all risks of personal injury or death or loss or damage to property while participating in the said guided excursion.

**I CHOOSE TO PARTICIPATE IN THE SAID GUIDED EXCURSION IN SPITE OF THE RISK OF INJURY OR DEATH OR LOSS OR DAMAGE TO PROPERTY AND IN ADDITION TO THE FOREGOING, I AGREE AS FOLLOWS:**

1. **I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS** that I or my heirs, executors or administrators might otherwise have against Greenhead Adventures and their employees, agents and associates for any loss, damage, expense, or injury, including death, suffered from my participation in the said guided excursion, due to any cause whatsoever ***INCLUDING NEGLIGENCE ON THE PART OF GREENHEAD ADVENTURES, THEIR EMPLOYEES, AGENTS AND ASSOCIATES;***
2. **I WILL HOLD HARMLESS AND INDEMNIFY** Greenhead Adventures and their employees, agents and associates for liability for property damage or personal injury, including death, to myself and any other person resulting from or arising in connection with my participation in the said guided excursion;
3. **I ACKNOWLEDGE THAT THIS AGREEMENT** and any rights, duties, and obligations as between the parties to this Agreement shall be governed solely in accordance with the laws of Alberta and no other jurisdiction; and any litigation involving the parties to this agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the courts of Alberta;

\_\_\_\_\_ (initials)

4. **I ACKNOWLEDGE THAT IN ENTERING THIS AGREEMENT** I am not relying on any oral or written representations or statements made by Greenhead Adventures or their employees, agents and associates, including but not limited to representations or statements with respect to the safety of wilderness travel.

5. **I CONFIRM THAT I HAVE READ AND UNDERSTAND** all the parts of this agreement and that I am voluntarily signing below.

Signed this date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
Month Day Year

WITNESS SIGNATURE:

CLIENT SIGNATURE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**PARTICIPANTS UNDER AGE 18 AND PARENTS OR GUARDIANS OF PARTICIPANTS UNDER AGE 18, MUST SIGN THIS SECTION AND INITIAL THE BLANKS ON PAGE ONE**

I am the parent or guardian of the minor named above. I hereby make and enter into each and every representation, waiver, release and indemnity described above on behalf of myself, the minor, and any other parent or guardian of the minor. I intend to give up my right, the minor's right, and the right of any other parent or guardian to maintain any claim or suit against Greenhead Adventures or their employees, agents and associates arising out of the minor's participation in the said guided excursion. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify Greenhead Adventures or their employees, agents and associates for all liability arising out of any lack of authority on my part to make such waivers and releases.

Signed this date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
Month Day Year

MINOR'S SIGNATURE

PARENT OR GUARDIAN'S SIGNATURE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)