

# Kniebel Adventures & Services Inc. Outbound Elements Adventure Waiver

P.O. Box 1426, Bragg Creek, Alberta T0L0K0

Initials

**Attention: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

In consideration Kniebel Adventures & Services Inc. (as defined below) accepting my application for and permitting me to participate in an Adventure trip on lands or water owned by or under the control of Kniebel Adventures & Services Inc. or the province (as defined below) or elsewhere, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("Outbound Elements Adventure Waiver" from here on referred to as the "Waiver") are entered into by me with and for the benefit of:

Kniebel Adventures and Services Inc., PO Box 1426, Bragg Creek, Alberta T0L 0K0, operating as or "Outbound Elements"

<b>Name</b>	First Name	Last Name		
<b>Address</b>	Street Address	City	Prov.	Postal Code
<b>Contact</b>	Phone	Email		
<b>Emergency Contact</b>	Name	Phone		

waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, Kniebel Adventures & Services Inc., the province and any of their shareholders, directors, officers, employees, servants, guides, maintenance personnel, agents, contractors, suppliers, representatives, and other guests for any personal injury, death, property damage or other loss/theft that I sustain during or as a result of any Kniebel Adventures & Services Inc. Adventure, or rental contract due to any cause whatsoever on the part of any one or more of Kniebel Adventures & Services Inc., the province, the personnel, tourists or others, including:

- a) **negligence** (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the Adventure industry in the Province of Alberta);
- b) **breach of any other duty imposed by law**, including any duty imposed by occupier's liability or other legislation;
- c) **breach of any contract**; and
- d) **mistakes or errors in judgment** of any kind.

### Definitions

**The Company:**

- Refers to Kniebel Adventures & Services Inc. operating as Outbound Elements

**Personnel:**

- Refers to any person/persons employed or hired by the Company.

**Adventure/Adventures:**

- Refers to a guided trip, rental service and all other activities and services provided by the Company, including but not limiting to cross-country skiing, snowshoeing, hiking, backpacking, navigation courses, Fat Biking, cross-country biking, other biking, camps, vacations, indoor activities, community events, pick up and drop off services.

**Adventurer/Adventurers:**

- Refers to all paying and not paying participants of an Adventure.

**Adventuring:**

- Refers to the act of an Adventurer participating in a Company Adventure.

**Tourists:**

- Members of the public not participating in an Adventure hosted by the Company but using the same area or trails as the Company. Tourists may be, but are not limited to be, on foot, horse back, bicycle, snowshoes, cross country skis or mechanized equipment such as trail maintenance machinery, ATV or motorcycles.

**Domestic Animal**

- Animals which are accompanied by a caretaker, recreating in the same area as Outbound Elements is active in, or as a part of Outbound Elements operation.

I am aware of the risks inherent in Adventures and I am aware that the backcountry has certain additional dangers and risks, including but not limited to:

**AVALANCHES:** I am aware that avalanches frequently occur in the mountainous terrain used for Adventures and that avalanches have caused a number of fatalities involving Adventurers Adventuring. If I use cross country skis, snowshoes, a snowboard or telemark skis, I am aware that there is an increased risk that I will not survive an avalanche if the cross country skis, snowshoes, snowboard or telemark skis do not have a binding release mechanism. I am aware that the risk of an avalanche is always present in the back country, that this risk cannot be completely eliminated by the Company or the Personnel, and that avalanche accidents may result from the failure for any reason (including negligence) of the Company, Tourists or Personnel to correctly determine the stability and safety of a slope for skiing or to predict where or when an avalanche might occur.

**SNOWSLIDES/LANDSLIDES:** I assume and accept all the risks and dangers of Adventures and the possibility of personal injury, death, property damage or other loss as a result of a snowslide or landslide. I agree that, although the Company and Personnel may take precautions to reduce the risks and increase the safety of Adventures and to determine whether a particular slope is safe from the risk of snowslides or other or other hazards before it is skied, cycled or walked on, it is not possible for the Company or Personnel to make Adventures and Adventuring completely safe or to predict with complete assurance whether the terrain to be Adventured on is safe from the risk of avalanches, land or mudslides. I willingly accept these risks and agree to the terms of this waiver even if the Company or any of the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of any Company Adventure.

**TERRAIN AND TRAILS:** I am aware that the terrain used for Adventures may be rugged, has many other dangerous obstacles and hazards including rock outcroppings, cornices, cliffs, heavily forested areas with fallen trees and tree stumps, creeks and boulders and also man-made hazards such as trail features, ramps, jumps, ditches, logging clear cuts, logging roads, road banks and crossing fences; that these hazards

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may be hidden by snow or mud; and that if I become injured or lost in severe winter weather conditions or difficult terrain there is a risk of delay in being rescued.

**TREE WELLS:** I am aware that deep depressions ("tree wells") in the snow surrounding trees in areas used for Adventures can be a serious hazard to Adventurers and that a number of fatalities have occurred from falling into tree wells.

**WILDLIFE:** I am aware that wildlife can be dangerous, can result in property damage, bodily injury, trauma, or death. I am aware that wildlife lives and is active in the areas visited as part of the Company's Adventures, and beyond them, that wildlife is unpredictable and dangerous. I am aware that the risk of wildlife attacks or encounters is always present and cannot be eliminated by the Company and Personnel and that wildlife-related injuries and accidents may result from the failure for any reason (including negligence) of the Company, Personnel, Adventurers or Tourists to correctly mitigate or accurately predict wildlife presence or behaviour.

**DOMESTIC ANIMALS:** I am aware that the area used for Adventures by Outbound Elements attracts Tourists who may have domestic animals. I am aware that these animals can act unpredictable and dangerous, presenting a risk of injury or damage to me and my property.

**PLANTS AND FUNGI:** I am aware of the risks involved when consuming plant material found in nature. I am aware that poisonous plants may not be identifiable or can be mistaken for other similar looking plants. I am aware that consuming plants found in the outdoors may cause serious illness, hallucination, and death. I am aware of the possibility, that a third party may carry contaminants from poisonous plants that can be transferred on to myself and others causing serious illness, hallucinations, or death. I accept the risks that are associated with and may result from ingesting plant material for any reason. This includes negligent advice or misidentification of the plant material from or by the Company, Personnel, Adventurers or Tourists.

## **OTHER TRAIL USERS AND NON-OUTBOUND ELEMENTS TRIP PARTICIPANTS**

I am aware that the area used for Adventures by the Company attracts many other Tourists and Adventurers and I am aware that their presence and behaviour is unpredictable and presents risks to me. I am aware that some areas might be subject to maintenance activities and that maintenance equipment can pose a risk to me. Participants might Adventure in groups or with partners and I am aware of the risk of colliding with other Adventurers or Tourists and the risk of being separated from other Adventurers or becoming lost.

**EQUIPMENT:** I am aware of the risk that the equipment used during an Adventure such as, but not limited to, helmets, bikes, snow shoes, cross country skis, ski poles, gloves, avalanche transceivers, skis, snowboards, bindings, shovel, probe, radios and whether or not they are provided by the Company, supplied by third parties or brought to the Company Adventure by myself for my own use, may not function as designed or as intended. I am aware that regardless of the functionality of such equipment, the use of such equipment may not prevent injury or death.

**WEATHER:** I am aware that weather conditions may be extreme and can change rapidly without warning in the foothills and mountain regions.

**TRANSPORTATION TO AND FROM AREAS:** I am aware of the risks associated with transport through mountainous areas including rapidly changing road and highway conditions and the risks of using aircraft, motor coaches, vans, taxis, Uber and other vehicles which may or may not be owned and/or operated by the Company.

**ILLNESS, INFECTION & DISEASE:** I am aware of the risks of illnesses being carried and transmitted unknowingly by a third party. I am aware that bacteria and illnesses can be transmitted through the air or through contact of contaminated materials. I am aware and understand that measures being taken to mitigate the risk of infectious disease spread may not always work.

**DRUGS AND ALCOHOL:** I understand and agree that I will not partake in Adventures while under the influence of alcohol or any drug, including marijuana, that could impair my ability to safely perform these activities, regardless of whether prescribed, legal or illegal, and I acknowledge that any failure on my part to comply will jeopardize the safety of myself and others and can result in my being not allowed to participate in the sole discretion of a guide, or Company Personnel.

I am aware that the enjoyment and excitement of backcountry Adventure is derived in part from Adventuring on steep, ungrooved or unmaintained terrain and is contributed to by the inherent risks of backcountry Adventuring. In signing this Waiver, I am not relying on any oral, written, or visual statements of any kind, including promotional statements made by the Company in any brochure, magazine, printed material or electronic media, or by any of the Personnel or by the province to induce me to go on a Company Adventure.

I confirm that I have had sufficient time to read and understand what I am agreeing to in this waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators, and successors.

Initials

I agree that the waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the province of Alberta. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in the Province of Alberta and nowhere else.

**!!ALL THOSE SIGNING MUST BE 16 YEARS OF AGE, OR THE LEGAL GURDIAN OF THE PARTICAPANT!!**

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_  
day month year

Signature

Signature of **APPLICANT**

Signature of Non-Family Member **WITNESS** (Outbound Elements Employee)

Name

Print Name of **APPLICANT**  
(legal name as shown on Government ID)

Print Name of Non-Family Member **WITNESS**  
(legal name as shown on Government ID)