

RIVERS EDGE ULTRA RUN INC. ("REU")

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR  
CLAIM COMPENSATION FOLLOWING AN ACCIDENT  
PLEASE READ CAREFULLY BEFORE SIGNING!

TO: RIVERS EDGE ULTRA RUN INC., OLIVE TREE PROJECTS, DOMINION CAMPCORP INC., RIVERVIEW PROPERTIES INC., DEVON ESTATES LIMITED, BRYAN WALLACE, PATRICIA M A BAILEY, MARK SCHLECKER, JAMES ROBERT BAILEY, LEEUW HOLDINGS LTD., HER MAJESTY THE QUEEN IN RIGHT OF CANADA, HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF ALBERTA, PARKLAND COUNTY, THE TOWN OF DEVON, DITTMER FARMS LTD., including without limitation, all their respective affiliated and/or associated companies, related parties, directors, shareholders, officers, partners, officials, staff, race directors, employees, agents, representatives, advertisers, contractors, coaches, leaders, volunteers, sponsors and any others participating in or associated in any capacity directly or indirectly with any activities and/or events offered by or associated with REU including, without limitation, all the aforesaid parties respective successors, assigns, personal representatives, heirs, next of kin, administrators, representatives and executors (all the aforesaid parties in this paragraph are hereinafter collectively referred to as the "Releasees").

In consideration of being allowed to participate in any REU activities and/or events (collectively referred to as the "Event") in any capacity, and other good and valuable consideration, the receipt and sufficiency of which I acknowledge and agree to, I hereby agree to the following:

- 1. USE/CONDITION OF LANDS:** The Releasees are providing the use of their respective lands to REU and its participants for the purpose of holding the Event thereon, an "as is" basis without taking any prior steps to reduce any risks or increase the safety of their respective lands the condition of which cannot be guaranteed safe.
- 2. ASSUMPTION OF RISK:** I am participating in the Event. I am aware that participating in the Event exposes me and my equipment and property, whether this equipment and property is owned by me and/or under my care and control (collectively referred to as "My Property"), to many inherent risks, dangers and hazards. By engaging in the Event, I freely accept and assume all inherent risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom to me and/or My Property. I am familiar with and accept that there is always the risk of serious injury, death and/or loss resulting from participating in this Event. Some of the activities I and My Property will participate in at the Event include, without limitation, running, walking, riding, sliding, hiking, sightseeing, supervising, managing, overseeing and/or assisting others and various other activities (collectively referred to as the "Activities") which involve many risks, dangers and hazards including, but not limited to: numerous physical, emotional and mental issues; dehydration; over hydration; becoming lost and/or injured; slips, trips and falls; self-rescue, assisting others, administering first aid to oneself and/or others; changing weather conditions; slides; avalanches; falling; loss of balance or control; drowning, exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of the ground on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made roads and other items; variable and difficult conditions; rivers, streams, creeks, and exposed holes in streams, paths, roads, paths or creeks; cliffs; crevasses; roads; trenches; road-banks or cut-banks; collision with trees, fences, motorized equipment, vehicles or structures; collision with other persons, animals and/or objects; encounters with animals; the failure to act safely or within one's own ability or to stay within designated areas; negligence or gross negligence of others; and negligence on the part of the Releasees (all collectively referred to as the "Risks"). **I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE ANY STEPS TO SAFEGUARD OR PROTECT ME AND MY PROPERTY FROM ANY OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT. USE OF THE PREMISES AND FACILITIES ON WHICH THE EVENT IS HELD INVOLVES INCREASED RISK OF INJURY. I AM ALSO AWARE OF THE RISKS REFERRED TO ABOVE AND MANY OTHERS EXIST THROUGHOUT THE AREA WHERE THE EVENT WILL BE HELD AND NONE ARE MARKED. I AM FAMILIAR WITH AND AWARE OF THE RISKS ASSOCIATED WITH THE ACTIVITIES THAT I WILL BE INVOLVED IN AT THE EVENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR LOSS RESULTING THEREFROM TO ME AND/OR MY PROPERTY AND AGREE TO TAKE FULL RESPONSIBILITY FOR MY OWN SAFETY AND WELL BEING AND THAT OF MY PROPERTY.**
- 3. FIT TO PARTICIPATE:** I am physically, mentally and emotionally fit to participate in the Event; My Property is appropriate for and in the proper condition to participate in the Event; I will immediately remove myself and My Property from participating in the Event if at any time I sense or observe any unusual hazard or unsafe condition, I feel that I have experienced any deterioration in my physical, emotional or mental fitness or, that of My Property, or exceeded my comfort level for continued participation in the any of the Event.
- 4. ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Event and I voluntarily choose to participate in the Event.
- 5. IMAGE USE:** I hereby grant permission to REU the rights of my and/or My Property images, likenesses and sounds as recorded by any means without payment or any other consideration. I understand that my and/or My Property images may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my and/or My Property likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my and/or My Property images or recordings.

**6. RELEASEE OF LIABILITY:** I SHALL BE LIABLE FOR, HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES and, each of them, from, all claims, actions and proceedings of any kind and nature, including without

- limitation all costs (including court costs and legal fees and disbursements on a solicitor client full indemnity basis), liabilities, damages, and expenses associated therewith which I, My Property or my next of kin, personal representatives, assigns, heirs, executors and successors may suffer which arise directly or indirectly from my participation in any of the Activities or participation, presence and/or association with the Event in any way including travelling beyond the Event race course, whether resulting from the fault, either active or passive, of any of the Releasees or anyone or anything else, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WILFUL MISCONDUCT, NEGLIGENCE, FAULT, EITHER PASSIVE OR ACTIVE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c.0-4 (as amended).
- 7. COVENANT NOT TO SUE:** I shall not sue or institute any suit or action at law or otherwise, against any Releasees or initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of any loss, damage or injury of any form or type to my person or My Property, including my death, arising from my participation in any of the Activities or participation, presence and/or association with the Event in any way including travelling beyond the Event race course, whether caused by the fault, either active or passive, of any of the Releasees or anyone or anything else, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WILFUL MISCONDUCT, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, C.0-4 (as amended). I further agree that my next of kin, heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the Releasees or initiate or assist in the prosecution of any claim for damages or causes of action which I, my next of kin, heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of any loss, damage or injury of any form or type to my person or My Property, including my death, arising from the Activities, or participation, presence and/or association with the Event in any way including travelling beyond the Event race course, whether caused by the fault, either active or passive, of any of the Releasees, or anyone or anything else, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WILFUL MISCONDUCT, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, C.0-4 (as amended). By signing this Agreement, I hereby instruct my heirs, executors, administrators, personal representatives and/or anyone claiming on my behalf not to pursue any claims against any of the Releasees related to my participation in the Activities or my participation, presence and/or association with the Event in any way including travelling beyond the Event race course. Should a suit or action be filed against any Releasees by myself, my next of kin, heirs, executors, administrators, personal representatives and/or anyone acting on my behalf, I agree that such Releasees shall be entitled to recover court costs, legal fees and disbursements on solicitor client full indemnity basis incurred in defense of such suit or action, including appeals.
- 8. INDEMNITY AGAINST THIRD PARTY CLAIMS:** I SHALL BE LIABLE FOR, HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES and, each of them, from, all claims, actions and proceedings of any kind and nature, including without limitation all costs (including court costs and legal fees and disbursements on a solicitor client full indemnity basis), liabilities, damages, and expenses associated therewith which may be presented or initiated by any other persons or organizations which arise directly or indirectly from my participation in any of the Activities or participation, presence and/or association with the Event in any way including travelling beyond the Event race course, whether resulting from the fault, either active or passive, of any of the Releasees or anyone or anything else, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WILFUL MISCONDUCT, NEGLIGENCE, FAULT, EITHER PASSIVE OR ACTIVE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c.0-4 (as amended).
- 9. VALIDITY OF WAIVER:** I understand and agree that if I institute, or anyone on my behalf institutes any suit or action at law or any claim due to my participation in the Activities or participation, presence and/or association with the Event in any way including travelling beyond the Event race course, this Agreement, including any additions or supplements to it, can and will be used as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.
- 10. CONTINUANCE OF OBLIGATIONS:** In consideration of being allowed access in the future to any of the Releasees lands by any of the respective Releasees for purposes other than the current Event I and My Property have agreed to participate in, and such other and valuable consideration, the receipt and sufficiency of which I acknowledge and agree to, I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I am allowed access to any of the Releasees lands by any of the respective Releasees.
- 11. BINDING EFFECT:** This Agreement shall be effective and binding upon me, my successors, assigns, personal representatives, heirs, next of kin, administrators, representatives and executors.
- 12. JURISDICTION:** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
- 13. SEVERABILITY:** Should one or more provisions in this Agreement be judicially determined to be unenforceable the remaining provisions shall continue to be binding and enforceable. Singular means plural and vice versa in this Agreement where the context so requires.
- 14. ACKNOWLEDGEMENT:** BEFORE SIGNING THIS AGREEMENT, I HAVE READ IT, UNDERSTAND IT AND HAD THE OPPORTUNITY TO OBTAIN LEGAL ADVICE PRIOR TO SIGNING IT. 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.

**15. THIS SECTION IS APPLICABLE IF A PERSON IS UNDER 18 YEARS OF AGE**

- a. I am the parent and/or legal guardian of the child participant named herein and I have discussed this Agreement with the child participant; I am satisfied the child participant understands this Agreement and I am executing/agreeing to this Agreement on behalf of the child participant in my capacity as parent and/or guardian and with the intent that this Agreement be binding on myself, the child participant and our respective successors, assigns, personal representatives, heirs, next of kin, administrators, representatives and executors for all legal purposes,
- b. I freely accept and fully assume all responsibility for the Risks and possibilities of personal injury, death, property damage or loss resulting from the child being a participant in the Event, and
- c. I acknowledge that it remains my sole responsibility for the safety of the child participant and for the child to participate within his/her own limits.