

**DARK SKY GUIDES LTD.**

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

BY SIGNING THE AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY!**

INITIAL: \_\_\_\_\_

<b>Name:</b>	Last	First	(the "Participant")
<b>Address:</b>	Street	City	Prov/State
	Country	Postal/Zip	
<b>Email:</b>			<b>Date of Birth:</b> Day / Month / Year

**DEFINITIONS:**

DARK SKY GUIDES LTD. ("DARK SKY GUIDES") and its directors, officers, employees, agents, contractors, representatives, volunteers, sponsors, successors and assignees (collectively, the "RELEASEES") offer several activities which combine adventure, education and skill development. These activities include, but are not limited to, a motor vehicle shuttle, outdoor walking/hiking, and stargazing (the "ACTIVITIES"). The Activities may include, but are not limited to transport aboard a motor vehicle, nature hiking in daylight and/or darkness, stargazing with/without sight enhancing apparatus, consuming snacks and beverages, and exploring Waterton Lakes National Park and the night sky.

**ASSUMPTION OF RISKS:**

I am aware that participating in the Activities involves many risks, dangers and hazards, including, but not limited to, the risk of injury, death or damage to property associated with:

- a) mountain terrain, steep or unstable terrain near to the hiking trails, including the risk of falls;
- b) avalanche or rock falls;
- c) unfamiliar locations where the hiker may become lost, separated from the rest of the party or go off route;
- d) remote areas with poor communications and inability to get rescue or medical assistance quickly;
- e) wild animal(s), insect(s) and arachnid(s) which have been known to cause sickness, injury or death to humans;
- f) vegetation which have been known to cause sickness, injury or death to humans;
- g) weather which may be extreme and can change rapidly without warning;
- h) unmarked hazards on trails, natural or man-made, which include obstacles such as fallen trees, rocks, loose gravel, holes, ice and snow;
- i) travel as a passenger in or on motor vehicles, where a motor vehicle accident could occur, or collision with a natural or manmade object;
- j) the failure of any equipment, including any equipment supplied by the Releasees;
- k) confrontations with other persons, assault by other persons, loss of balance or control or negligence of other persons;
- l) exposure to, and contraction of highly contagious bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19); and
- m) NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF DARK SKY GUIDES OR ITS STAFF.

I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF DARK SKY GUIDES OR ITS STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.

I understand and acknowledge that I may be exposed to, or contract highly contagious bacterial and viral diseases, including COVID-19 and its variants, by participating in the Activities, which may result in serious illness, personal injury, disability, death or property damage. I understand that while the Releasees have implemented preventative measures to reduce the spread of COVID-19, the Releasees cannot guarantee that I will not become infected with COVID-19 while participating in the Activities, and that participating in the Activities may increase my risk of contracting COVID-19.

I am solely responsible for my decision to participate in the Activities and to sign this waiver. I have not been persuaded or influenced in any way to participate in the Activities or to sign this waiver. No representations or warranties have been made regarding any matter, including but not limited to, the risks, hazards, conditions or nature of the Activities, or regarding my abilities to participate in the Activities.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE AND ANY LOSS OR EXPENSE RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AGREEMENT:**

In consideration of Dark Sky Guides accepting my registration and permitting my participation in one or more 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 them from any and all liability for any loss, damage, expense or personal injury including death that I may suffer, or that my next of kin may suffer resulting from either my use of or my presence on the Facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE AND GROSS NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;
2. To not participate in the Activities if I am experiencing symptoms of COVID-19, have a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen days with a person who has been confirmed or suspected of having COVID-19.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, expense or personal injury including death to any third party, resulting from my use of or presence on the Facilities;
4. This 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;
5. The 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;
6. 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; and
7. In entering into this Agreement I am not relying upon any oral, written or visual representations or statements made by the Releases with respect to the safety of the Activities other than what is set forth in this Agreement.

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- 8. I am of the full age of majority in Alberta and am competent to make any determination respecting my participation in the Activities. I am aware that at all times it is my sole responsibility to assess whether I am physically or mentally capable of participating in the Activities.
- 9. The Releasees may take my photograph, or create an image, video, portrait or likeness of me in any other manner, for use by Dark Sky Guides in its promotional materials and advertising in all forms and in any media, and I hereby consent to the use by Dark Sky Guides of any such photograph, image, video, portrait or likeness for such purposes. I waive any right to approve or edit such photograph, image, video, portrait or likeness. If I am attending as part of a group booking for a business event, I represent that I am authorized to, and do hereby grant Dark Sky Guides a non-exclusive, royalty-free, worldwide license to use the business' name and its logo in promotional materials and advertising of Dark Sky Guides business and services in any form and in any media.
- 10. I agree to the use of my contact information by the Releasees for promotional or follow-up purposes relating to the Releasees only. The Releasees will not give my contact information to third parties.
- 11. I AM NOT CURRENTLY UNDER THE INFLUENCE OF ALCOHOL OR DRUGS which may impair my ability to participate in the Activities. I UNDERSTAND AND AGREE THAT DRUGS, ALGOHOL AND SMOKING ON THE SITE OF THE RELEASEES OR DURING THE ACTIVITIES ARE NOT ALLOWED AT ANY TIME.
- 12. The Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- 13. **I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES and RELEASE them 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 the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER OCCUPIERS' LIABILITY OR OTHER LEGISLATION, MISTAKES OR ERRORS IN JUDGMENT OF ANY KIND, ON THE PART OF PROSPECT, AND FURTHER INCLUDING THE FAILURE ON THE PART OF PROSPECT TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.**

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AND LICENCE AGREEMENT AND I SIGN IT OF MY OWN FREE WILL.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
WITNESS (Signature)

\_\_\_\_\_  
Print name clearly

\_\_\_\_\_  
WITNESS (Print name)

**CHILDREN'S RELEASE:** For all persons under eighteen (18) years of age a parent or legal guardian must sign the Agreement.

The undersigned \_\_\_\_\_ (print parent/guardian name) the parent and natural or legal guardian of \_\_\_\_\_ (print minor's name) hereby acknowledges that he/she has executed the Agreement for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the Agreement. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care. By signing the Agreement, I agree that I or the part of my responsible party lose my/our right to sue Dark Sky Guides and the Releasees.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Emergency Phone Contact Number: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Legal Guardian

\_\_\_\_\_  
Print name clearly

\_\_\_\_\_  
Print name clearly