

**WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY**

**WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR
DAMAGE HOWSOEVER CAUSED**

To **Waterton River Trail Rides LTD**, and employees, representatives, officers and agents of **Waterton River Trail Rides LTD**

I hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in trail rides, wagon/sleigh rides or hunting/fishing and related activities organized by **Waterton River Trail Rides LTD** and conducted by **Waterton River Trail Rides LTD** and/or Employees of **Waterton River Trail Rides LTD**, and in further consideration of **Waterton River Trail Rides LTD** allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption Of Risk and Indemnity Agreement (hereinafter referred to as "The Agreement").
2. I acknowledge that trail rides, wagon/sleigh rides or hunting/fishing and related activities involve **INHERENT RISKS** that may cause serious injury and possibly death to participants. I further recognize that backcountry trails, horse, wagon/sleigh rides and hunting/fishing activities involve **ADDITIONAL RISKS AND DANGERS**.
3. I fully understand the risks and dangers associated with my participation in this wagon/sleigh/trail ride or hunting/fishing and related activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.
4. I acknowledge that **IT IS RECOMMENDED THAT ALL RIDERS WEAR PROTECTIVE HELMETS** and that there are **ADDITIONAL RISKS AND DANGERS** associated with declining to wear protective helmets. I fully understand the risks and dangers associated with not wearing a helmet and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.

Please Note: Participants age 17 and younger, for their safety, are required to wear protective helmets at all times while riding at Waterton River Trail Rides LTD.

I, _____ decline to wear a helmet (please sign here): _____.

5. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against **Waterton River Trail Rides LTD** and Employees of **Waterton River Trail Rides LTD** and **RELEASE Waterton River Trail Rides LTD** and Employees of **Waterton River Trail Rides LTD** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in this wagon/sleigh or trail ride or hunting/fishing and related activity, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of **Waterton River Trail Rides LTD** and Employees of **Waterton River Trail Rides LTD**. I further **AGREE TO INDEMNIFY Waterton River Trail Rides LTD** and Employees of **Waterton River Trail Rides LTD** for any and all legal fees (on a Solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
6. I appreciate This Agreement applies whether **Waterton River Trail Rides LTD** is at fault or not and it limits the liability of Employees of **Waterton River Trail Rides LTD** to the same extent as it limits the liability of **Waterton River Trail Rides LTD** even though Employees of **Waterton River Trail Rides LTD** are not formal parties to This Agreement. I understand that **Waterton River Trail Rides LTD**, in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of Employees of **Waterton River Trail Rides LTD**, who shall to this extent be or be deemed to be parties to This Agreement.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT
CONTAINS A PROMISE NOT TO SUE Waterton River Trail Rides LTD OR EMPLOYEES OF Waterton River
Trail Rides LTD AND RELEASE INDEMNITY FOR ALL CLAIMS.**

Participant's Name: _____

Address: _____ Phone No.: _____

Signature of Participant or parent/Guardian: _____

Date: _____ Witness: _____