

**RELEASE OF LIABILITY
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVER CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

INITIAL HERE

Name	
Address	
Phone No.	

TO: CANMORE CAVERNS LTD. Graymont Western Canada Inc. HER MAJESTY THE QUEEN
Canmore, Alberta Calgary, Alberta IN RIGHT OF ALBERTA
(hereinafter referred to as (hereinafter referred to as (hereinafter referred to as
"CCL") "Graymont") "THE PROVINCE")

DEFINITION

In this agreement, the term "Caving Activities" shall include all activities, services and use of facilities and equipment provided by or arranged by either CCL or The Province which are in any way related to Rat's Nest Cave programs, including but not limited to orientation and instructional sessions and all climbing, rappelling and other activities associated with exploration of the Rat's Nest Cave.

DISCLOSURE OF RISKS

1. CCL CONTROLS ACCESS TO THE CAVE. Access to Rat's Nest Cave ("Cave") is on land leased to Graymont. CCL controls access to the cave through an agreement with Graymont.
2. GRAYMONT'S OPERATIONS MAY AFFECT THE CAVE – Graymont operates a quarry close to the Cave. Graymont's operations include blasting, digging and movement of heavy machinery, all of which cause substantial vibrations in the earth. Vibration causing operations may occur less than 500 meters from the Cave entrance and the interior of the Cave.
3. GRAYMONT WILL NOT STOP OPERATIONS WHILE YOU ARE IN THE CAVE - Graymont does not know how its operations affect the Cave. Graymont will conduct its blasting, digging and heavy machinery operations whether or not you are in the Cave.
4. RUGGED UNDERGROUND TERRAIN - Caves can be hazardous places. They are dark, contain loose rock and unstable slopes made slippery by ice, water or mud. They also contain vertical drops. Graymont will not supervise or control you while you are underground. Rescue from caves is notoriously difficult. Rescue and medical attention may not be available.
5. RUGGED MOUNTAIN TERRAIN - Reaching the Cave requires hiking in a rugged mountain area. Hazards include steep trails, bad weather and creek beds subject to flooding. Communications in this mountain terrain are always difficult and in the event of an accident, rescue and medical attention may not be available.

**I have read and understood and am aware of the risks listed in the
DISCLOSURE OF RISKS section.**

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6. I acknowledge that all members of my party have validly executed this waiver form and delivered the waiver to CCL.

ASSUMPTION OF RISKS

I am aware that Caving Activities at the Rat's Nest Cave involve certain risks, dangers and hazards, including but not limited to: steep slopes composed of rock or loose rock and dirt; tight passages and vertical drops that could delay medical assistance or evacuation from the cave in the event of an injury; vertical pits and steep walls that may contribute to falls; wet, loose or rotten rock that may result in falls or falling rock; pools, streams, waterfalls, spray and drips that may result in discomfort or cold, and may lead to hypothermia; water within the cave environment that may not be fit for consumption; breakage, malfunction or failure of equipment used in caving activities including but not limited to helmets, head lamps, climbing ropes, climbing harnesses, anchor points and ladders; negligence on the part of other participants in the Caving Activities; and NEGLIGENCE ON THE PART OF CCL, THE PROVINCE OR GRAYMONT OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES, INCLUDING THE FAILURE ON THE PART OF CCL, THE PROVINCE, GRAYMONT OR THEIR INSTRUCTORS, GUIDES, EMPLOYEES OR REPRESENTATIVES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CAVING ACTIVITIES.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CAVING ACTIVITIES AT RAT'S NEST CAVE AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of CCL, The Province, and Graymont allowing me to participate in Caving Activities at Rat's Nest Cave, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future have against **CCL, The Province and Graymont**, and their directors, officers, employees, agents, guides, instructors and representatives (all of whom are hereinafter collectively referred to as the "RELEASEES") and to release the RELEASEES 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 Caving Activities at Rat's Nest Cave, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1979, c. 303, ON THE PART OF THE RELEASEES;

- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in the **Caving Activities**;
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4. 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; and
- 5. 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.

In entering into this Agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of **Caving Activities**, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND 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.

Signed this ____ day of _____, 20____.

If under 18 years of age, the waiver MUST be signed by a parent or legal guardian.

Witness

Signature of Participant
Signature of Parent/Guardian
Please print name clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN THE CAVING ACTIVITIES AT RAT'S NEST CAVE.

July, 2004

Do you have any medical or physical condition we should know about?
YES NO Specify:

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