

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY!

This agreement is a necessary term of your participation in outdoor activities (the “**Activities**”) facilitated by Spring Creek Mountain Village and/or Spring Creek Property Owners’ Association, including: use of **Community Bikes**, the **Fire Pit** and **Outings**, including but not limited to bike rides, hiking, walking, skiing, and snowshoeing. By signing this Agreement, you are giving up the right to sue for harms incurred through your participation in the Activities, and you are agreeing to repay the costs on Spring Creek Mountain Village and/or Spring Creek Property Owners’ Association of enforcing this agreement against you.

In consideration of Spring Creek Mountain Village Inc. and/or the Spring Creek Mountain Village Property Owners’ Association, or any affiliated persons (hereinafter referred to as “**Spring Creek**”) permitting the individual named below to participate in the Activities, and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement.

1. ACKNOWLEDGEMENT and ASSUMPTION OF RISK:

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF SPRING CREEK OR OTHERWISE.

Without limiting the generality of the foregoing, I acknowledge that the Activities may involve the following specific risks:

- Use of roads, bike lanes, pathways and trails of variable difficulty and levels of maintenance;
- Collisions with natural or human-made objects or other persons;
- Mechanical failure of bicycles or other outdoor recreation equipment;
- Proximity to flames, smoke and heat from the Fire Pit, campfires or cooking equipment;
- Encounters with wildlife; and
- Variable mountain weather conditions that may change quickly at any time.

I hereby expressly waive and release any and all claims which I have or may in the future have against Spring Creek, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "Releasees"), arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of Spring Creek or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against Spring Creek or any other Releasee, and forever release and discharge Spring Creek and all other Releasees from liability under such claims.

2. STATEMENT OF RESPONSIBILITY:

- I am fully capable of participating in the Activities with the fitness, preparation, knowledge and judgement necessary to not endanger myself or others.
- I take full responsibility for my actions and the safety of my person and property while engaged in the Activities, including full financial responsibility for any harms to myself or other persons resulting from my actions.
- I agree to abide by all regulations applicable to the Activities, including those of Spring Creek, the Town of Canmore and any governmental authorities.
- In the event of any unusual hazard, non-functioning equipment or unsafe condition, I agree to cease the Activities and report the concern to Spring Creek.

Spring Creek is not responsible for providing any services in the nature of guiding, instruction, supervision, safety assurance, emergency response or medical care, even in the event of foreseeable hazards. Activities may occur without the presence or involvement of any Spring Creek representative at all.

3. WAIVER OF CLAIMS and RELEASE FROM LIABILITY: I hereby expressly waive and release any and all claims which I have or may in the future have against Spring Creek, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "Releasees"), arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of Spring Creek or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against Spring Creek or any other Releasee, and forever release and discharge Spring Creek and all other Releasees from liability under such claims.

4. INDEMNITY: I agree to indemnify and hold harmless Spring Creek and all other Releasees from any costs of enforcing this agreement against me and for any claims brought against Spring Creek or Releasees by third parties for harms caused in whole or in part by my own actions or inactions.

5. GENERAL TERMS: This agreement shall be governed by the laws in the Province of Alberta, Canada and the laws of Canada applicable therein. Any claim or cause of action arising under this agreement may be brought only in the courts of the Province of Alberta, and I hereby consent to the exclusive jurisdiction of such courts. If any part of this agreement is found to be invalid or unenforceable then the remainder shall remain in full force and effect. This agreement constitutes the entire agreement of Spring Creek and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and Spring Creek and its successors and assigns.

6. PHOTO RELEASE: I hereby grant the Spring Creek permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, and social media or any other consideration. I hereby irrevocably authorize the Spring Creek to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I understand and agree that all photos will become the property of Spring Creek and will not be returned. I have read and understood the above photo release and I accept.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE SPRING CREEK AND THE RELEASEES.

Date of Activity:	
Activity Name:	
Participant Signature:	
Printed Name:	
Spring Creek Building and Unit Number	
Phone Number:	
Witness:	

*Parent or guardian must sign for participants under 18 years of age.