

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

INITIAL

TO: Ski Asessippi Ltd., Ski Asessippi Limited Partnership DBA Asessippi Ski Area & Resort and its directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "THE RELEASEES")

Name	Last	First	Initial
Address	Street		
	City	Prov.	Code

ASSUMPTION OF RISKS

I am aware that river tubing involves many risks, dangers, and hazards including, but not limited to; changing weather conditions, exposed natural objects such as trees, stumps, rocks, deadfall, and changes or variations in the river current. The failure to act safely or within ones own ability; or to stay within designated areas; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THESE ACTIVITIES ; THE USE OF RIVER TUBING TERRAIN; TRANSPORTATION; AND EQUIPMENT INVOLVES INCREASED RISK OF INJURY.** I am also aware that the risks, dangers and the hazards referred to above exist through out the river tubing area and many are unmarked.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES accepting my application for a River Tubing Ticket and permitting my use of the river tube, courses and other facilities (hereinafter referred to as "the tubing facilities"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the **TUBING AREA OPERATOR** and its directors, officers, employees, agents, representatives, sponsors, successors and assigns (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 resulting from either my use of or my presence on the facilities or travel beyond the tubing area boundary, **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 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF TUBING REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the tubing facilities or travel beyond the tubing area boundary;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
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 (MANITOBA) and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of (MANITOBA) and shall be within the exclusive jurisdiction of the Courts of the Province of (MANITOBA).

In entering into this **River Tubing** Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of tubing other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__.

Witness/Parent/Guardian
Please print name clearly

Signature of Tuber
Please print name clearly

This agreement must be completed in full, signed, dated, and witnessed before a pass or express card may be issued.