

BANFF JASPER RELAY WAIVER

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS
READ IT CAREFULLY!**

I am entering into this agreement waiver (the "**Banff Jasper Relay Waiver**") of all claims, release from liability, assumption of risks, agreement not to sue, and consent to use of my personal information — for the benefit of:

- i. the Banff Jasper Relay Society;
- ii. its board of directors;
- iii. its race organizers;
- iv. its volunteers;
- v. its sponsors;
- vi. other participants in the Banff Jasper Relay (the "Relay"); and
- vii. their respective directors, officers, shareholders;

(members, agents, servants, employees or representatives of each of the foregoing collectively referred to as the "**Banff Jasper Relay Society**") in consideration of the Banff Jasper Relay Society accepting my application for and permitting me to participate in the Relay.

1. I waive any and all claims of any type or nature that I have or may in the future have against, and release from all liability and agree not to sue, the Banff Jasper Relay Society for any personal injury, death, property damage or other loss that I sustain during or as a result of the Relay due to any cause or causes on the part of the Banff Jasper Relay Society, including:

- i. Negligence (whose meaning includes failure to take reasonable measures available and understood by the running community to be necessary for my safety);
- ii. Breach of any other duty of care imposed by law either now or in the future;
- iii. Breach of any contract; and
- iv. Mistakes or errors in judgment of any kind and in any way related to my participation or anyone else's participation in the Relay.

2. I acknowledge that running is a sport with risks (both known and unknown) inherent in it, and I am aware and understand that there are serious hazards, risks and dangers associated with participation in the Relay including, but not limited to:

- i. Traffic - I know that the Relay occurs in mountain terrain and on public highways, some with very narrow shoulders, used by motor vehicles and that traffic risks exist, including a dangerous crossing of the Yellowhead Highway (#16) near Jasper. I acknowledge that the Banff Jasper Relay Society cannot eliminate all traffic risks.
- ii. Wildlife - I know that the Relay occurs in Banff and Jasper national parks and on highways as well as cross-country trails that are accessible to and are often frequented by wildlife, including grizzly bears. I understand that interacting with wildlife is inherently dangerous

and that the Banff Jasper Relay Society cannot eliminate all of the risks of encounters with wildlife.

iii. Terrain - I know that the Relay occurs in mountain terrain and on public highways, some with uneven or broken road surface, and includes a short section of cross-country trail, with rocks, roots, dirt or mud.

iv. Weather/ road conditions - I know that mountain weather is variable, the general conditions of the highway are not predictable, and that extreme heat or cold, blizzards, thunderstorms, ice, rain, and high winds can cause weather and/or road conditions that are dangerous to participants in the Relay.

v. Other participants - I know that the Relay has many participants and that there is a risk of collision with or injury resulting from interaction with other runners, particularly at baton exchange points.

vi. Injury due to physical stress - I know that the Relay requires intense physical exertion on my part that may include running at high altitudes and in extreme heat or cold and that there is a danger of serious negative consequences to my health including heat stroke, exhaustion, dehydration, cardiac arrest or death. I acknowledge that the Banff Jasper Relay Society is not responsible for eliminating these risks, and that I have done sufficient training to avoid these risks.

vii. The COVID-19 pandemic – I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 in connection with my participation in the Relay. I voluntarily agree to assume any and all personal and public health risks associated with the Relay and any social or public events associated therewith.

3. I willingly accept these risks and agree to the terms of this Banff Jasper Relay Waiver even if the Banff Jasper Relay Society are found in law to be negligent or in breach of any duty of care or other obligation to me in their conduct of the Relay.

4. In signing this Banff Jasper Relay Waiver, I am not relying on any oral, written or visual representations, promises, inducements or warranties made by the Banff Jasper Relay Society.

5. I confirm that I am voluntarily participating in the Relay, and that I will abide by all of its rules and regulations, and all laws and regulations applicable to highways, roadways and pathways on which the Relay may take place.

6. I consent to the collection, use and disclosure of my personal information, including

i. using photographic likenesses of me, for the purposes of the Banff Jasper Relay Society,

ii. contacting me from time to time with respect to further or other races or similar events that may be of interest to me, and

iii. publishing photographic likenesses of me in various media and promotions of the Relay, including on a website on the Internet.

7. I willingly accept any and all risks of my likeness appearing in such media, including on the Internet, and I release the Banff Jasper Relay Society of any liability arising out of the foregoing.

8. I confirm that I am of the full age of eighteen (18) years and that I have had sufficient time to read and understand what I am agreeing to in this Banff Jasper Relay Waiver before signing it and that this Banff Jasper Relay Waiver will be binding upon my heirs, next of kin, executors, administrators and successors.

9. I agree that the laws of the province of Alberta exclusively will govern this Banff Jasper Relay Waiver and the agreements it contains, and I agree that any litigation arising from my participation in the Relay will be conducted solely in the courts of the province of Alberta.

I acknowledge that I have read this Banff Jasper Relay Waiver and fully understand its terms. I also understand that by accepting the terms of this Banff Jasper Relay Waiver I have given up substantial legal rights. I have accepted it freely and voluntarily. No inducements, assurances or guarantees have been made to me. By accepting the terms of this Banff Jasper Relay Waiver I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name of Participant (Please Print)

Date of Birth

Signature of Participant

Date