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 damages howsoever caused.

To: WARNER GUIDING AND OUTFITTING LTD.,
(hereinafter, referred to collectively as "The Company") and employees, representatives, officers and agents (hereinafter referred to collectively as "The Company's Employees") and Her Majesty in Right of Canada as represented by Parks Canada Agency.

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 a trail ride, wagon/sleigh/carriage ride, organized by "The Company" and conducted by "The Company" and/or "The Company's Employees", and in further consideration of "The Company" 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 "This Agreement").

2. I acknowledge that trail rides, wagon/sleigh/carriage rides involve **inherent risks** that may cause **serious injury and possibly death to participants**. I further recognize that back country trail, horse and wagon/sleigh/carriage rides involve **additional risks and dangers**.

3. I fully understand the risks and dangers associated with my participation in this wagon/sleigh/carriage or trail ride and **accept same entirely at my own risk**.

4. I hereby **waive any and all claims** which I may have against "The Company" and "The Company's Employees" and release "The Company" **and employees** 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/carriage or trail ride, **due to any cause whatsoever** including, without limitation, negligence on the part of "The Company" or "The Company's Employees". I further **agree to indemnify** "The Company" and "The Company's Employees" 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.

5. I appreciate that This Agreement applies whether "The Company" is at fault or not and it limits the liability of "The Company's Employees" to the same extent as it limits the liability of "The Company" even though "The Company's Employees" are not formal parties to This Agreement. I understand that "The Company", in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of "The Company's Employees", 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 "The Company" or "The Company's Employees" and a release and indemnity for all claims.

_____
Signature of Participant/Parent/Guardian

_____ _____
Date Witness

№ 174093

免 責 誓 約 書

下記の文面をよくお読み下さい。馬は良く訓練されていても、過去に事故のないおとなしい馬であっても、その本能あるいは、突然の恐怖心や驚きのために予期しない行動を起こしたり、反応を示したりします。
乗馬は常に危険な要素を含んでいます。

私は、乗馬には多くの傷害の恐れや危険性があることを十分に理解し、また私自身の責任においてそのことを認識し、受諾致します。

私は、Warner Guiding and Outfitting Ltd.（アルバータ州法に基づき設立された会社）、その株主、取締役、役員、従業員及び契約会社が、私のために手配する乗馬及び、その他の活動に参加するときにいろいろな危険が生じる事を前提として、事故が生じた際、Warner Guiding and Outfitting Ltd. 、その株主、取締役、役員、従業員及び契約会社が手配した活動に関連して起こる事故債務、告訴、恩義、事故原因追及、及びあらゆる性質の請求は行われないことをここに誓約致します。

私がこの免責誓約書に署名することにより、私の相続人、遺言譲渡人、行政管理者、及び後継者すべてがこの誓約書に同意する事を誓います。
また、私と同行する18歳以下の従属者も全て同じ誓約を致します。
（18歳以下の参加者は、法定保護者の署名が必要です。）

私は、上記の免責誓約書を十分に理解し、堅く守ります。

日付：_____

_____ _____
お名前(Name) 署名(Signature)

_____ _____
証人名（楷書)(Witness) 証人署名(Witness Signature)