

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK – Nordic Walking

In consideration of the services of Active by Nature, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release, indemnify, and discharge Active by Nature on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Nordic walking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain; slips and falls; the forces of nature, including lightning and rapid weather changes; the risk of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Active by Nature from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Active by Nature equipment or facilities, **including any such claims which allege negligent acts or omissions of Active by Nature.**
4. Should Active by Nature or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Active by Nature, I agree to do so solely in the province of Alberta, and I further agree that the substantive law of Alberta shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Active by Nature on the basis of any claim from which I have released it herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of participant _____ Print name _____

Signature of parent or guardian if participant is under 18 years of age _____

Address _____

Phone _____

Date _____