

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY OF CERTAIN LIABILITIES**

In consideration of being permitted to enter upon and use for the purpose of a water test, referred to below as “the activity”, and for the period of Saturday, September 9, 2023, the locations, facilities and properties described as water trial location near Wabamun, Alberta, and the surrounding locations, facilities and properties used in this activity, all of which are referred to below as “the grounds”,

I, \_\_\_\_\_ for myself, any minors under the age of eighteen (18) years, referred to below as “minors in my charge”, and my or their personal representatives, heirs, executors, administrators, trustees, successors, receivers or assigns, hereby acknowledge and agree that:

1. The activities at the grounds, including travel to or about the grounds, potentially involve risk to me or to minors in my charge and I agree to assume full responsibility for all such risks of any kind whatsoever for myself and any minors in my charge.
2. Neither Northern Alberta Pointing Dog Club (NAPDC), its directors, officers, agents and any other representative of any of them all of whom are referred to below as “representatives”, nor any landowner or tenant of the grounds including TransAlta Corporation and Alberta Clipper Hunting Retriever Association, all of whom are referred to below as “landowner or tenant”, is responsible for any loss, damage or injury suffered by me or by minors in my charge, for any reason whatsoever in participating in the activity on the grounds, using the grounds, or in travelling to, from, or about the grounds, including negligence on the part of NAPDC, its representatives, or any landowner or tenant.
3. I hereby relieve, release and waive NAPDC, its representatives, and any landowner or tenant, from any and all loss, liability, damage, cost, expense, charge, fine, penalty, assessment, consequential, indirect or special loss which may be suffered or incurred by me or by minors in my charge, including but without limitation, any loss or liability arising from any act, error, omission, or any negligent, wilful or wanton misconduct of NAPDC, its representatives, or any landowner or tenant.
4. This release and waiver is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and the laws of Canada applicable in Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
5. On behalf of myself and any minor in my charge, I hereby indemnify, defend and save harmless and by these presents do indemnify NAPDC, its representatives, and any landowner or tenant from and against any and all loss, liability, damage, cost, expense, charge, fine, penalty, assessment consequential, indirect or special loss and reasonable legal fees on a solicitor and his own client basis, expert fees and any disbursements arising out of any act, omission or state of facts and any demand, suit, proceeding, claim, assessment, judgment, settlement or compromise, suffered or incurred by NAPDC, its representatives, a landowner or tenant, including without limitation injury or death of a representative, landowner or tenant, as a direct or indirect result of, or arising in connection with or in any manner whatsoever related to:

- a. Any failure by myself or any minor in my charge, to observe or perform or any breach or infringement by myself or any minor in my charge, of any rule, regulation, policy or procedure of NAPDC, its representatives, a landowner or tenant; and
  - b. Any act, error or omission or any negligent, wilful or wanton misconduct of myself and any minor in my charge in connection with the attendance upon or use of the grounds or property of any kind used by NAPDC, its representatives, a landowner or tenant in connection with the activity carried out on the grounds.
6. I understand and accept that NAPDC, its representatives, any landowner or tenant accept each such indemnity in favour of NAPDC, its representatives, any landowner or tenant, as agent and trustee and NAPDC, its representatives, any landowner or tenant may enforce any indemnity contemplated herein in favour of NAPDC, its representatives, any landowner or tenant on their behalf.
7. I have read this document and I am at least eighteen (18) years of age and I am signing this document on behalf of myself, and if applicable, as parent, guardian or in loco parentis of any person less than eighteen (18) years of age for whom I am responsible and who may use or be present at the grounds.

ACCEPTANCE OF THE ABOVE BY ME is evidenced by my signature and I agree that no oral representations, statements or inducements apart from the foregoing written document have been made.

NAME (print): \_\_\_\_\_

NAMES OF MINORS IN MY CHARGE (if any): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_