

**MEMBER CONSENT, RELEASE, AND WAIVER OF LIABILITY**

In consideration of being a willing visitor (the "Visitor") permitted to enter Eagle Creek Campground (the "Campground") the undersigned hereby agrees as follows, with purchase of a membership:

1. I understand that my access to the Campground may involve risk of physical injury to me or others, or damage to my property, or other consequences, which might result from my own actions, and/or the actions, inactions or negligence of others, condition of the various premises, or weather conditions. There may also be other risks not known, or not reasonably foreseeable.

2. I UNEQUIVOCALLY AGREE TO ASSUME any and all risks for injury to person or property, or any other consequence arising from my visitation of the Campground.

3. On behalf of myself, my executors, administrators, heirs, family members, successors and assigns, and anyone else who might advance any claims on my behalf, I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE the Campground, all other persons or entities involved with the Campground, and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively referred to as the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind whatsoever (collectively the "Claims"), for death, personal injury, or property loss or damage, which may arise out of, result from, or relate to my visitation of the Campground, including but not limited to any Claims for theft, damage to any equipment, negligence, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions, at the Campground or elsewhere, and any Claims for medical or hospital expenses.

4. I FURTHER COVENANT and AGREE NOT TO THREATEN NOR COMMENCE LEGAL PROCEEDINGS AGAINST any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I SPECIFICALLY AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to any attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or my failure to abide by any part of this Agreement, and my actions or inactions which cause injury or damage to any other person.

5. I WILL NOT DO ANYTHING to compromise my safety or the safety of others visiting the Campground.

6. THE PARENT OR LEGAL GUARDIAN WHO SIGNS THIS AGREEMENT on behalf of a minor, incapacitated and/or mentally or physically challenged person, hereby acknowledges that he or she has the legal capacity and authority to act on behalf of the Visitor to legally bind the Visitor to the Agreement. The parent or legal guardian who signs the Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of the Visitor in the execution of the Agreement.

7. This document shall be interpreted and otherwise governed by the laws of the Province of Alberta. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

READ AND AGREED TO BY:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

