

Edziza Trails

Assumption of Risk, Release of Claims and Indemnity

1. The undersigned (the "Client") assumes all risk of personal injury, death or property loss resulting from his/her participation in guided tours (the "Tours") offered by Edziza Trails (ET).
2. The Client agrees that ET shall not be liable for any injury, death or property loss arising from the Client's participation in the Tours and does hereby for himself/herself, his/her heirs, executors, administrators, successors and assigns remise, release and forever discharge ET, and its officers, employees, servants, agents, contractors, successors and assigns, and each of them (collectively the "Releasee"), of and from any and all actions, causes of action, claims, suits or demands in respect thereto and waives all actions, causes of action, claims, suits and demands against the Releasee in respect thereto.
3. If the release and waiver provided by the Client pursuant to paragraph 2 above is held to be unenforceable or invalid in respect to any action, cause of action, claim, suit or demand purported to be released or waived by the Client, the release and waiver provided for in paragraph 2 shall be construed to exclude such action, cause of action, claim, suit or demand, and subject to the foregoing exclusion, paragraph 2 will not be affected.
4. The Client shall indemnify and save harmless the Releasee from any cause of action, loss, cost or damage that the Releasee may incur or suffer, directly or indirectly, as a result of the Client's participation in the Tour.

IN WITNESS WHEREOF the Client has executed this Assumption of Risk, Release of Claims and Indemnity as of the day and year first set out above:

EXECUTED in the presence of:)
)
) _____
(signature of witness)) (signature of Client)
Print Name: _____) Print Name: _____
)
Date: _____) Date: _____