



**AGREEMENT TO HOLD HARMLESS, WAIVER, AND ASSUMPTION OF RISK**

**WARNING:** By signing this document you will give up certain legal rights, including the right to sue, claim damages and seek compensation.

In consideration of the services to be provided by LIVE IT UP Lifestyle Adventures Ltd., their agents, representative, owners, volunteers, participants, representative, employees, contractors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LIVE IT UP"), I hereby agree to release, waive and discharge LIVE IT UP, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1. I acknowledge that my participation in activities such as highway travel, festival attendance, consumption of alcohol, and other activities I may engage in, in relation to the tour organized by LIVE IT UP (the "Activities"), could result in physical injury, paralysis, death, or damage to myself, to property or to third parties. I understand that insuring my own safety and the security of my property is my own responsibility.
- 2. I expressly accept and assume all of the risks associated with the Activities, including the risk of physical injury, paralysis, death, or damage to myself, to property or to third parties. I acknowledge that my participation in the Activities is purely voluntary, and I elect to participate in the Activities in spite of the risks.
- 3. I acknowledge and agree that if I choose to consume alcohol, I agree to do so responsibly and lawfully, and I acknowledge that I do so entirely at my own risk. By signing this document I acknowledge that I am 18 years or age or older.
- 4. I acknowledge that if any damage results from my actions during my participation in the Activities, whether it be property damage or physical damage to myself or a third party, I am responsible for such damage.
- 5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LIVE IT UP from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Activities. This statement includes any such claims which allege negligent acts or omissions of LIVE IT UP.
- 6. 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 have no medical or physical conditions, which could interfere with my safety in the Activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- 7. Should LIVE IT UP or anyone acting on its behalf be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 8. In the event that I file a lawsuit against LIVE IT UP, I agree to do so only in the Province of Alberta, and I further agree that the substantive law of that Province shall apply in that action. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- 9. I acknowledge that I have had sufficient opportunity to read this entire document, and I confirm that I have read it, understood it, and agree to be bound by its terms.

Initials \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
Date: \_\_\_\_\_  
In Case of Emergency – Contact: \_\_\_\_\_  
Relationship: \_\_\_\_\_ Telephone: \_\_\_\_\_