

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT-THREE SISTERS TOURS

By proceeding with your booking, you are waiving certain legal rights, including the right to sue or claim compensation following any injury. Please read carefully.

Parties Protected by this Waiver, Release of Liability and Indemnity Agreement (the "Releasees") include: Three Sisters Tours and its employees, agents and volunteers.

Activity: Bites & Sites of Canmore, Walking Food Tour

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK BY PARTICIPANT

I acknowledge that there are potential risks and hazards related to my participation in the above noted activity offered by Three Sisters Tours.

I also acknowledge that those risks and hazard may arise directly or indirectly from my participation in the above noted activity and that those risks and hazards may presents themselves in many ways including but not limited to the negligence of other people involved with the above noted activity and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE STEPS TO SAFEGUARD OR PROTECT ME FROM THOSE RISK AND HAZARDS.

I FULLY AND FREELY ACCEPT AND ASSUME ALL RISKS AND HAZARDS INCLUDING THE POSSIBILITY OF SERIOUS PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

WAIVER AND RELEASE OF LIABILITY

In consideration of the RELEASEES agreeing to my participation in the above noted activity and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree to Waive AND RELEASE ANY AND ALL CLAIMS that I, my family members or anyone claiming through me, have, or in the future may have, against the RELEASEES for any loss, damage, expense or injury, including death, that I may suffer DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY OR OTHER DUTY, INCLUDING ANY DUTY OF CARE OWED UNDER ANY OCCUPIERS' LIABILITY LEGISLATION, ON THE PART OF THE RELEASEES.

INDEMNITY

I understand and agree that this Waiver, Release of Liability and Indemnity Agreement WILL BE A COMPLETE BAR AND DEFENCE TO ANY CLAIM, action or proceeding that I or my family members or anyone claiming through me may commence and I agree to indemnify

and hold harmless the Releases from any expenses, legal fees or any other sums incurred in responding to the commencement or continuation of such claim, action or proceeding.

I am entering into this Waiver, Release of Liability and Indemnity Agreement freely and knowingly. I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the above noted activity and I accept full responsibility for my participation in the above noted activity.

I understand and agree that if any term of this Waiver, Release of Liability and Indemnity Agreement is found to be unenforceable or invalid for any reason, then the unenforceable or invalid term shall be severed from the Waiver, Release of Liability and Indemnity Agreement and shall otherwise have no effect on the enforceability or validity of the remaining portion of this Waiver, Release of Liability and Indemnity Agreement.

I have read the Waiver, Release of Liability and Indemnity Agreement above. I understand its terms and that by booking this activity outlined above with Three Sisters Tours (via Viator or directly through Three Sisters Tours), I am giving up certain legal rights. By booking this activity I agree to be bound by these terms.

May 2025