

WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY

WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED.

FOOT & CHAIN FLY FISHING EXCHANGE INC., OF CALGARY, ALBERTA, ["THE COMPANY"] AND ITS EMPLOYEES, REPRESENTATIVES, OFFICERS AND AGENTS ["THE COMPANY EMPLOYEES"].

[**PRINT NAME**] I _____ THE
UNDERSIGNED, HEREBY ACKNOWLEDGES, AGREES AND COVENANTS AS FOLLOWS:

1. I AGREE AS A PRECONDITION TO MY PARTICIPATION IN THE ACTIVITY, ORGANIZED BY THE COMPANY AND / OR THE COMPANY EMPLOYEES, AND IN FURTHER CONSIDERATION OF THE COMPANY AND THE COMPANY EMPLOYEES ALLOWING ME TO DO SO, TO BE STRICTLY BOUND BY THE TERMS OF THIS AGREEMENT.

2. I ACKNOWLEDGE THAT THIS ACTIVITY INVOLVES INHERENT RISKS THAT MAY CAUSE SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS.

3. I FULLY UNDERSTAND THE RISKS AND DANGERS ASSOCIATED WITH MY PARTICIPATION IN THIS ACTIVITY AND ACCEPT SAME ENTIRELY AT MY OWN RISK.

4. I HEREBY WAIVE ANY AND ALL CLAIMS WHICH I MAY HAVE AGAINST THE COMPANY AND THE COMPANY EMPLOYEES AND RELEASE THE COMPANY AND THE COMPANY EMPLOYEES FROM ALL LIABILITY OF INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER LOSS SUSTAINED BY ME AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY, DUE TO ANY CAUSE WHATSOEVER INCLUDING WITHOUT LIMITATIONS, NEGLIGENCE ON THE PART OF THE COMPANY OR THE COMPANY EMPLOYEE'S. I FURTHER AGREE TO INDEMNIFY THE COMPANY OR THE COMPANY EMPLOYEES FOR ANY AND ALL LEGAL FEES [ON A SOLICITOR AND HIS OWN CLIENT BASIS] OR COSTS WHICH MAY BE INCURRED IN DEFENDING ANY LAWSUIT OR CLAIM I MAY BRING AGAINST THEM.

5. I APPRECIATE THAT THIS AGREEMENT APPLIES WHETHER THE COMPANY IS AT FAULT OR NOT AND IT LIMITS THE LIABILITY OF THE COMPANY EMPLOYEES TO THE SAME EXTENT AS IT LIMITS THE LIABILITY OF THE COMPANY, EVEN THOUGH THE COMPANY EMPLOYEES ARE NOT FORMAL PARTIES TO THIS AGREEMENT. I UNDERSTAND THAT THE COMPANY EMPLOYEES SHALL TO THIS EXTENT BE OR BE DEEMED TO BE PARTIES TO THIS AGREEMENT.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE THE COMPANY OR THE COMPANY EMPLOYEES AND A RELEASE OF THE COMPANY AND THE COMPANY EMPLOYEES AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE [participant/parent/guardian] _____ {Seal}

ADDRESS: _____

PHONE: [_____] _____

DATE: _____

WITNESS: _____

PHOTO RELEASE: PHOTOGRAPHS, VIDEOS OR REPRODUCTION OF SAME TAKEN ON ANY TRIP PROVIDED BY FOOT & CHAIN FLY FISHING EXCHANGE INC. MAY NOT BE UTILIZED FOR ANY COMMERCIAL MEANS WITHOUT THE WRITTEN CONSENT OF FOOT & CHAIN FLY FISHING EXCHANGE INC.