



MEMBER CONSENT, RELEASE, AND WAIVER OF LIABILITY

In consideration of being permitted to enter Eagle Creek Campground (the "Campground") as a member (the "Visitor"), the undersigned agrees to the following terms:

1. Acknowledgment of Risk

- I understand that access to the Campground involves risks, including but not limited to physical injury, property damage, and unforeseen consequences resulting from my actions, the actions or negligence of others, the condition of the premises, or weather conditions. Additional risks may exist that are unknown or not reasonably foreseeable.

2. Assumption of Risk

- I willingly and unequivocally accept all risks associated with injury, property damage, or other consequences arising from my visit to the Campground.

3. Release of Liability

- On behalf of myself, my executors, administrators, heirs, family members, successors, and assigns, I hereby waive, release, and forever discharge the Campground and its affiliates, including officers, directors, employees, agents, insurers, participants, and representatives (collectively, the "Released Parties"), from any and all claims, damages, losses, or liabilities (collectively, the "Claims") arising from my visit. This includes but is not limited to:
 - Death, personal injury, or property damage.
 - Theft, equipment damage, negligence, partial or permanent disability.
 - Claims related to first aid, medical care, or treatment provided at or outside the Campground.

4. Covenant Not to Sue

- I agree not to initiate or threaten legal proceedings against any of the Released Parties for any Claims waived under this agreement. Furthermore, I agree to indemnify and hold harmless the Released Parties from any expenses, Claims, or liabilities, including legal fees, resulting from:
 - My failure to abide by this Agreement.
 - My actions or inactions causing injury or damage to others.

5. Commitment to Safety

- I will act responsibly to ensure my safety and the safety of others during my visit to the Campground.

6. Parent or Guardian Consent

- A parent or legal guardian signing on behalf of a minor or an incapacitated individual acknowledges they have the legal authority to bind the individual to this Agreement. The parent or guardian agrees to indemnify and hold harmless the Released Parties from any expenses, Claims, or liabilities arising from insufficient legal authority or capacity to act on behalf of the Visitor.

7. Governing Law and Severability

- This Agreement is governed by the laws of the Province of Alberta. If any provision of this Agreement is found to be unlawful, void, or unenforceable, it shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.