

**MagicBus Waiver and COVID
Declaration**



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 MagicBus Tours Ltd., their agents, representatives, owners, volunteers, participants, representative, employees, contractors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “MagicBus”), I hereby agree to release, waive and discharge MagicBus, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:
- I acknowledge that my participation in activities such as alpine skiing, snowboarding, winter road travel, consumption of alcohol, and other activities I may engage in in relation to the tour organized by MagicBus (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.
- 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.
- 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 of legal age.
- 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.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MagicBus 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 MagicBus.
- 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.
- Should MagicBus 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.
- In the event that I file a lawsuit against MagicBus, 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.
- 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.

[Tours that excite and inspire the adventurous spirit.](#)

T 780.478.0429 F 780.702.0458 TF 1.800.814.4886

Mailing address: 419 Klarvatten Lake Wynd, Edmonton, AB T5Z 3B9 Office address: 902, 11834 Kingsway Ave, 9th floor East Tower, Edmonton

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COVID Declaration (If signing for only a Minor, "I" refers to the Minor and is to be answered on their behalf. If signing for an adult and minor(s), "I" refers to everyone in the party.)

I will NOT have travelled outside the country 14 days prior to the trip.

_____ **I agree**

Within the last 14 days, I have NOT been in close contact with a confirmed or suspected positive case of COVID-19.

_____ **I agree**

I have NOT experienced the following symptoms within the last 14 days: cough, fever (100.4° or above), shortness of breath, runny nose or a sore throat.

_____ **I agree**

I have NOT been advised to self-isolate or quarantine by a doctor and/or Alberta Health Services in the last 14 days.

_____ **I agree**

Should I become ill or any of my answers change after signing this declaration, I will notify MagicBus and cancel my tour.

_____ **I agree**

I agree that while Alberta Health Services mandates masks in public places I will wear a mask while onboard the motorcoach at all times.

_____ **I agree**

I agree that should I feel I am no longer able to wear the mask during the trip, that I will be put off the bus at the next available safe location.

_____ **I agree**

If you have NOT agreed to all statements above, you are not permitted to ride the MagicBus at this time.

Participant's Name:

_____ First

_____ Last Name

_____ Date of Departure

Participant's Date of Birth

_____ I certify that I am 18 years of age or older

Participant's Signature

Participants Email Address:

Emergency Contact Name:

Emergency Contact's Phone Number:

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