# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

WARNING: BY AGREEING TO THIS THIS DOCUMENT AND BY PARTICIPATING IN THE TOUR YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

**TO:** Canadian Natural Resources Limited ("Canadian Natural")

AND TO: The directors, officers, employees, agents and contractors of Canadian Natural

(collectively, the "Representatives")

RE: Albian Oil Sands Investor Tour – Thursday, July 10, 2025 (the "Tour")

## PREAMBLE:

The Tour involves transportation to, from, and within Canadian Natural's Albian Oil Sands Site (the "Site"), walking on Site, and outdoor, in-pit viewing of oil sands mining equipment and operating ore processing areas from within marked visitor areas. Participation in the Tour involves certain risks, dangers, hazards, and liabilities, including but not limited to personal injury, death, property damage, expense, delay, and inconvenience. All participants taking part in the Tour are required to accept these and other risks as a condition of their participation in the Tour. The description of risks set out below is intended to enable participants to better understand the various risks involved in the Tour.

#### DESCRIPTION, ACKNOWLEDGMENT, AND ASSUMPTION OF RISKS:

In consideration of my participation in the Tour, for myself and my heirs, next of kin, personal representatives, executors, administrators and assigns (collectively, my "Successors"), I acknowledge that: (i) I am over the age of 18 years and am of sound mind, capable of into binding legal agreements; (ii) I am aware of the risks, dangers, and hazards inherent in, arising from, or associated with the Tour; and (iii) I may be exposed to such risks, dangers, and hazards. I voluntarily assume all risks of harm, loss, damage, injury, illness, death, and property damage inherent in, arising from, or associated with the Tour, including but not limited to any manner of harm, loss, damage, injury, illness, death, and property damage that I or my Successors may suffer in connection with or resulting from the following:

- **Transportation**: transportation to and from the Site, and within the Site, by aircraft and bus, including any travel that involves collisions, accidents, injuries, delays, or poor weather conditions.
- Health: physical exertion, including climbing staircases and walking outdoors; dehydration; fatigue; the transmission of
  communicable diseases, including bacterial infections, viral infections (including COVID-19), and/or other infections;
  respiratory issues and/or asphyxiation resulting from exposure to wildfire smoke, hazardous chemicals, and/or other
  airborne contaminants.
- Safety: the failure of myself and/or other participants in the Tour to review or follow any applicable safety rules, policies, guidelines, laws, or regulations, to adhere to the direction and instructions of Canadian Natural personnel on Site, or to properly use all necessary personal protective equipment while on Site.
- Premises: defective, dangerous, unsafe, or irregular conditions on the Site; explosions and fires; exposure to hazardous chemicals, including but not limited to hydrogen sulfide; mechanical failure and/or faulty operation of equipment, including but not limited to oil sands mining equipment, ore processing equipment, and high pressure equipment; exposure to uncontrolled electrical, mechanical, hydraulic, or other hazardous energy; falls, including as a result of walking on uneven or slippery outdoor ground or on oil sands mining and ore processing facilities; collisions with, or becoming caught in, objects, vehicles, walls, equipment, and/or persons; noise-induced hearing loss; the failure of Canadian Natural to provide any or adequate warnings, directions, instructions, or guidance with respect to Site conditions and safety protocols.
- Property Loss: loss or damage of personal property by any means, including but not limited to theft, vandalism, fire, or water.
- Cyber: privacy or cybersecurity breaches, technology malfunction, or technology damage.
- Other: my failure to act safely or within my own abilities or within designated areas; the negligent advice of Canadian Natural and/or its Representatives in relation to the Tour or any activities undertaken as part of the Tour; the conduct of myself and other participants on the Tour.

## **Limitation of Liability and Indemnity**

On behalf of myself and my Successors:

I agree that Canadian Natural and/or its Representatives are not responsible or liable for any loss or damage to my property, including but not limited to vehicles and electronic devices, that may occur as a result of or which arises from or relates to the Tour, and that Canadian Natural is not responsible or liable for any harm, injury, illness, and/or death suffered by me that may occur as a result of or which arises from or relates to the Tour.

I waive my right to sue and I release Canadian Natural and/or its Representatives from all liability in connection with any loss or damage to my property and/or any harm, injury, illness, or death suffered by me that may occur as a result of or which arises from or relates to the Tour due to any cause whatsoever, including negligence, gross negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupier's Liability Act*, RSA 2000, c O-4, as amended, on the part of Canadian Natural and/or its Representatives.

I agree to indemnify and hold harmless Canadian Natural and/or its Representatives from all costs, expenses, loss, and damages, including without limitation reasonable legal fees, which Canadian Natural and its Representatives, or any of them, may sustain as a result of any claim, demand, lawsuit, or other proceeding brought against Canadian Natural and/or its Representatives, or any of them, by any third party that arises out of, results from, or relates to my conduct in connection with the Tour, including but not limited to any negligent conduct.

### Jurisdiction, Severability, and General Provisions

I agree that in the event I file a lawsuit against Canadian Natural arising out of, resulting from, or relating to my participation in the Tour, I will do so solely in the courts of Alberta and I further agree that the laws of the Province of Alberta (and the laws of Canada applicable therein) will apply, without regard to conflict of laws principles.

I agree that if any part, term, or provision of this agreement is held to be illegal, in conflict with any law, or otherwise invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect the remaining parts, terms, or provisions of this agreement, but such part, term, or provision shall be fully severable and this agreement shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be illegal, invalid, or unenforceable.

I confirm that I have read and understand this Agreement and that I am aware that by agreeing to this Agreement and participating in the Tour I am waiving certain legal rights, including the right to sue, which I or my Successors may have against Canadian Natural and/or its Representatives.