

**RELEASE OF LIABILITY, WAIVER OF
ALL POSSIBLE CLAIMS AND ASSUMPTION OF RISK**

(Ce formulaire est aussi disponible en français)



**Warning: By Signing This You Are Waiving Your Legal Rights
and You Give Up the Right to Sue**

PLEASE READ CAREFULLY

**To: THE ALPINE CLUB OF CANADA and HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY PARKS CANADA**

PARTICIPANT(S) NAME(S): All Persons Signing This Form as Participants

ACTIVITY: All activities sponsored by or organized by or through The Alpine Club of Canada, including but not limited to:

(Please print name of camp or activity)

I desire to participate in the above activities sponsored or organized by The Alpine Club of Canada. I understand that in order for The Alpine Club of Canada to accept my application to participate in the above activities, I must agree to be bound by this Release, Waiver and Assumption of Risk.

In consideration of The Alpine Club of Canada accepting my application, and my being permitted to participate in the above activities, I must agree to this Release, Waiver and Assumption of Risk.

I waive any and all claims I may now and in the future have against, and release from all liability and agree not to sue The Alpine Club of Canada, Her Majesty the Queen in Right of Canada as represented by Parks Canada and their officers, employees, mountain guides, instructors, leaders (volunteer or other), agents or representatives (collectively the "Released Parties") for any personal injury, death and property damages, expenses or loss sustained by me as a result of my participation in the above activities due to any cause whatsoever, including, without limitation, negligence, breach of statutory duty including duties arising from occupier's liability legislation, on the part of the Released Parties but is not intended to affect any rights I have under Provincial Worker's Compensation legislation.

I am aware that there are serious dangers and risks inherent in travel to and in mountains and other remote places (mountaineering, hiking, mountain camping, skiing, sport climbing and mountain flying), including but not limited to the following:

1. **MOUNTAIN TERRAIN** - The mountainous areas used for activities sponsored or organized by The Alpine Club of Canada have steep slopes that in their natural state have many dangerous obstacles and hazards that may be hidden or covered by snow in winter, or grass and foliage in summer. Some of these obstacles and hazards include loose rocks, glacier crevasses, ice and snow cornices, tree walls, tree stumps, creeks, rocks and boulders, forest deadfalls, holes and depressions below the snow or ground surface, volcanic activity, water quality, and varying and difficult conditions. These mountainous areas also have dangerous man-made obstacles and hazards which may include logging and other roads, steep road banks and washouts, fences and other structures. The mountainous areas used for activities sponsored by The Alpine Club of Canada may not have been climbed, traveled or skied previously, and are not regularly patrolled or examined. Because of forested areas, wild rugged terrain or bad weather, participants may become lost or separated from their guides or companions. Communication in this mountain terrain is always difficult and, in the event of an accident, rescue and medical treatment may not be available.
2. **AVALANCHES AND ROCKFALL** - Avalanches can frequently occur in mountain terrain. Avalanches may be caused by natural forces including steepness of slopes, snow depth, instability of the snow-pack or changing weather conditions. Losses can occur from the actions of participants, helicopters or the failure, for any reason, of the Released Parties to predict whether the terrain is safe for travel or skiing or where an avalanche may or may not occur. Participants can be overcome by rockfall at any time, without warning.

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3. MOUNTAIN FLYING - Additional risks are posed by airplane and helicopter travel in mountainous areas and in varying weather conditions.
4. WEATHER - Weather conditions may be extreme and can change rapidly without warning.
5. THE RELEASED PARTIES AND OTHER PARTICIPANTS - The conduct, including negligence, of the Released Parties, the guides, and other staff of The Alpine Club of Canada and or other participants.
6. CLIMBING ON NATURAL OR ARTIFICIAL WALLS - Activities may include the use of natural or artificial structures to allow climbing, some hazards of which include protection or hardware failure, rope failure or structural failure of the natural or artificial surface.
7. EQUIPMENT FAILURE - Equipment used as an aid or safety measure while climbing or skiing (including hardware or ropes) may fail or break.

I accept all the inherent risks of the above activities and the possibility of personal injury, death, property damage or loss resulting there from.

I agree that I will be fully responsible for all costs and expenses which may be incurred in providing any special services to myself, outside of regular services agreed to or provided by the Released Parties in connection with the activities, and without limiting the generality of the foregoing, I agree to be responsible for and to pay for all and any costs of rescues, special travel, medical attention or other special outlay for myself personally, and to reimburse the Released Parties and its staff for all costs of these services as may be incurred by them for my benefit or at my request.

I acknowledge that the enjoyment and excitement of this activity is derived in part from travel to and in climbing environments, mountains and other remote places, mountaineering, rock climbing, ice climbing, camping, skiing, sport climbing and mountain flying, and that the inherent risks of these activities contribute to such enjoyment and excitement.

In entering into this agreement, I am not relying on any oral, written or visual representations or statements made by the Released Parties, including those in the camp prospectus or other brochures, to induce me to participate in the above activity.

I confirm that I am the full age of majority or, in the alternative, I have indicated that I am the guardian of the minor participant named, and that I have read and understand this agreement prior to signing it and agree that this agreement will be binding upon me (as participants or guardians), my heirs, next of kin, executors, administrators and successors.

SIGNED THIS _____ DAY OF _____, 201__.

Participant's Signature	Participant's Printed Name	In the Presence of: Witness Signature	Witness' Printed Name
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
Guardian's Signature: (if Participant is a Minor)	Guardian's Printed Name:	In the Presence of: Witness Signature	Witness' Printed Name:
_____	_____	_____	_____