



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

ACTIVITY NAME: _____ **ACTIVITY DATE(S):** _____

TO: **THE ALPINE CLUB OF CANADA**, and its directors, officers, employees, instructors, assistant instructors, guides, leaders, members, guests approved by trip leaders, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns, and any other person or organization participating in or connected with the activities as defined below and HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY PARKS CANADA (hereinafter collectively referred to as the "RELEASEES").

DEFINITIONS

In this Release Agreement, the term "**wilderness activities**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: mountaineering, rock climbing, bouldering, skiing, snowboarding, snowmobiling, mountain camping, hiking, ice climbing, snowshoeing and other forms of backcountry travel; rental or use of skis, snowboards or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, fixed wing aircraft, watercraft and motor vehicles; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER ETC. I am aware that wilderness activities are dangerous and involve many risks and hazards and I fully and in all legal and other respects assume and accept all those dangers, risks and hazards. Avalanches, rockfall and other natural events occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the terrain is safe for wilderness activities or whether an avalanche, rockfall or other natural events or equipment failure may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, may not have been climbed, skied, or travelled in the past and involves many risks, dangers and hazards. These may include, but are not limited to: cornices, crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; and road banks, fences, logging and other roads and other man-made structures and washouts; snow immersion; equipment failure; impact or collision with other persons or objects; slips and falls; becoming lost or separated from one's party or guide; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, RISKS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication can be difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat, fixed wing aircraft, watercraft, snowmobile or motor vehicles hazardous.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me to participate in wilderness activities, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense including but not limited to rescue expenses or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in wilderness activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION OR LAW ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE; BUT IS NOT INTENDED TO AFFECT ANY RIGHTS I MAY OR MAY NOT HAVE UNDER PROVINCIAL WORKER'S COMPENSATION LEGISLATION.**
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in wilderness activities;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;**
- 4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province or Territory in which the wilderness activities take place and no other jurisdiction; and**
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province or Territory in which the wilderness activities take place and shall be within the exclusive jurisdiction of the Courts of that Province or Territory.**

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of wilderness activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATOR, ASSIGNS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASEES.

(1) Dated this _____ **day of** _____ **20** _____

Print Name & Member Number:

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Signature of Participant:

Signature of Parents or Guardian if participant is Under Age of Majority:

Emergency Contact Name(s) & Phone:

Witness Name and Signature:

CONTINUED FOR

ACTIVITY NAME: _____ ACTIVITY DATE(S): _____

(2) Dated this _____ day of _____ 20 _____

Print Name & Member Number:

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Signature of Participant:

Signature of Parents or Guardian if participant is Under Age of Majority:

Emergency Contact Name(s) & Phone:

Witness Name and Signature:

(3) Dated this _____ day of _____ 20 _____

Print Name & Member Number:

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Signature of Participant:

Signature of Parents or Guardian if participant is Under Age of Majority:

Emergency Contact Name(s) & Phone:

Witness Name and Signature:

(4) Dated this _____ day of _____ 20 _____

Print Name & Member Number:

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Signature of Participant:

Signature of Parents or Guardian if participant is Under Age of Majority:

Emergency Contact Name(s) & Phone:

Witness Name and Signature:

(5) Dated this _____ day of _____ 20 _____

Print Name & Member Number:

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Signature of Participant:

Signature of Parents or Guardian if participant is Under Age of Majority:

Emergency Contact Name(s) & Phone:

Witness Name and Signature: