

# COLLEGE OF THE ROCKIES

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

**PLEASE READ CAREFULLY!**

INITIAL ALL BOXES TO INDICATE YOU HAVE READ, UNDERSTOOD AND ACCEPT THIS AGREEMENT

The Mountain Adventure Skills Training Program, hereinafter referred to as the 'Program' is a program of the COLLEGE OF THE ROCKIES, Fernie Campus. In this Agreement COLLEGE OF THE ROCKIES including its servants, agents, contractors, instructors, trustees, directors, officers, administrators, assigns and employees are hereinafter referred to as 'COTR'. You, the participant will hereinafter be referred to as 'I'.

Participant's name:	Last	First	Initial
Participant's address:	Street		
	City	Prov.	Postal Code
	Date of birth	Age	Program Dates

### STATEMENT OF PHYSICAL AND MENTAL FITNESS:

I am in sound physical and mental health and am able to fully participate in the Program and make informed, objective decisions.

*I understand the above statement and I am able to fully participate - (initial box):*

**PERSONAL ACCIDENT AND GENERAL LIABILITY INSURANCE:** I am covered by appropriate personal accident and general liability insurance coverage, or can and will personally pay for all costs and liabilities that I may incur by virtue of participation in the Program. I agree to purchase appropriate out-of-country travel insurance when such travel is required.

**I have purchased Personal Accident and General Liability Insurance. (initial box):**

**UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS:** I understand and acknowledge that participating in this program will involve serious risks to myself and other participant(s), both anticipated and unanticipated, that could result in injury, disease, illness, and death to myself, other participant(s) and others, and damage to or loss of property. The Program involves high risk activities and is designed for healthy and fit adults who are interested in extreme wilderness adventure. The Program is not designed for students who are interested in purely recreational activities. I have read the application published by COTR and understand the parameters of the Program.

**Risks to myself may include but are not limited to:** cuts, bruises, sprains, strains, burns, partial/complete drowning, fractures, hypothermia, trauma, shock, disease, illness, heat and cold injuries including heat prostration, frostbite, severed limbs, paraplegia, quadriplegia, brain injury, physical and mental injury, and death, which may arise from accidents or incidents caused by: 1) travelling in Program vehicles, personal vehicles, public transport, on highways and logging roads in adverse conditions 2) travelling in helicopters 3) accidents while swimming, kayaking, performing rescue practice, canoeing and rafting in pools, lakes and whitewater rivers, including extreme conditions; 4) wilderness travel, wildlife encounters/attacks, falls, camping, biking, hiking, snow boarding and ski touring in varied terrain including steep high alpine, forested, glacier, flood plains, avalanche paths, canyons, river crossings; 5) added hazards of travelling in avalanche terrain while utilizing a splitboard or telemark set up that does not provide a releasable binding system 6) from falling objects such as rocks, snow (including avalanche), ice and trees; 7) exposure to extreme wind, rain, snow, and temperature conditions while travelling and camping in remote mountainous areas 8) falls, collisions and other problems resulting from using and operating technical or faulty equipment including rope systems supplied by COTR or other parties, on mountains, frozen waterfalls, caves, canyons and crevasses; 9) rescues and failed rescues, delayed or inappropriate medical treatment; 10) acts, errors, or omissions of COTR, including negligence of COTR; 11) acts, errors, or omissions, including negligence of other participants; 12) the Participant's own acts, errors, or omissions including negligence.

*I understand and acknowledge the risks noted above - (initial box):*

**ACCEPTANCE AND ASSUMPTION OF RISK:** I am aware of the risks, dangers and hazards of participation in the Program and fully accept all risks including those specifically listed in this Agreement as well as those not specifically described herein, whether anticipated or unanticipated.

*I accept and assume all risks both listed and not specifically described - (initial box) :*

**ACCEPTANCE OF PERSONAL RESPONSIBILITY:** During the Program, I will have the obligation to work closely with other participants and we will be required to share responsibility for each others' safety. I understand and agree that all participants will have this obligation and I am prepared to accept this obligation. If, during the Program I do not fully understand or do not have complete confidence in my abilities, in the use of any equipment, the application of any technique, or in the completion of any procedure, activity or task that I am about to engage in, it is solely my responsibility to ask the instructor any questions and require that the instructor further explain, clarify or demonstrate the use of the equipment, the application of the technique or the completion of any procedure. I agree it is my sole responsibility to refuse to proceed with any activity, procedure or task that I am uncomfortable with or feel unsafe doing.

I will notify COTR should I become physically or mentally unable to safely participate in the Program. I will notify COTR should I decide to use a vehicle, accommodation and/or equipment not provided/arranged by COTR. I agree that COTR has the right to deny my access to any procedure, activity, training, task, travel or part of the Program, should COTR determine that I am physically or mentally unable to safely participate in such part of the Program or should any vehicle, accommodation or equipment arranged by myself not comply with COTR Program requirements.

***I understand and accept the personal responsibilities listed above - (initial box):***

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY:** In consideration of COTR accepting the my application to the Program I hereby agree as follows:

**a.** To waive, release, and forever discharge COTR from any and all manner of action, causes of action, suits, demands, debts, contracts, claims, damages, interest, costs, and expenses, that I have, or may in the future have against COTR as a result of any loss, injury, disease, illness, death, and damage that the Participant may suffer, by reason of or arising out of or, in any way connected with or resulting from participation in the Program, due to ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, by COTR.

- b.** To indemnify COTR and hold COTR harmless from all costs and expenses, including legal fees, incurred by COTR or on COTR's behalf, in defending or in connection with any claim, action or proceeding which may be brought against COTR for any reason resulting from the Participant's participation in the Program.
- c.** To agree, promise, and covenant not to sue, or assert any claim against the COTR for any reason whatsoever arising from or in any way connected with the Participant's participation in the Program or from any claim brought against me by other participants or third parties.
- d.** That this Agreement shall be effective and binding upon my heirs, executors, administrators, assigns and representatives.
- e.** That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia; and
- f.** Any litigation involving parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.

***I understand and hereby release liability, waive all claims and indemnify the College listed above - (initial box):***

**ACKNOWLEDGMENT AND ACCEPTANCE OF THE EFFECT OF THIS AGREEMENT:** I have read and understood this Agreement and agree that by signing this document I have given up certain legal rights which I or my heirs, executors, administrators, assigns and representatives may have against the COTR. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Agreement with respect to the safety or value of the Program. I understand that I have the right to seek legal advice before executing this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

PARTICIPANT: Name (print):	Signature:
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**PARENT(S)** Names and Signatures of parents are MANDATORY IF the participant is under Age 19:

NAME(s) of both parents (print):		
SIGNATURE(s) of both parents:		

WITNESS NAME (print)	Signature
Witness Printed address & phone no.:	