

COLLEGE OF THE ROCKIES

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

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

TO: THE COLLEGE OF THE ROCKIES and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

| | | | |
|----------------|-----------------|-----------|---------------------------|
| Name | Last | First | Date of Birth(dd/mm/yyyy) |
| Address | Street | City | Prov/State |
| | Postal/Zip Code | Telephone | Email |

ASSUMPTION OF RISKS

I am aware that the Mountain Adventure Skills Training Program, which includes travelling in College vehicles, personal vehicles, public transport, on highways and logging roads in adverse conditions, travelling in helicopters, swimming and performing rescue practice in water, canoeing, kayaking and rafting in pools, lakes and whitewater rivers, wilderness travel, camping, biking, hiking, mountaineering, snowboarding and ski touring in mountainous terrain, and involve many risks, dangers and hazards including, but not limited to: cuts; bruises; sprains; strains; burns; partial/complete drowning; fractures; hypothermia; trauma; shock; heat and cold injuries including heat prostration, frostbite; severed limbs; paraplegia; quadriplegia; brain injury; physical and mental injury; death; extreme conditions; wildlife encounters/attacks; falls; camping, biking, hiking, snowboarding and ski touring in varied terrain including steep high alpine, forested, glacier, flood plains, avalanche paths, canyons and river crossings; added hazards of travelling in avalanche terrain while utilizing a splitboard or telemark set up that does not provide a releasable binding system; falling objects such as rocks, snow (including avalanche), ice, and trees; exposure to extreme wind, rain, snow, and temperature conditions while travelling and camping in remote mountainous areas; collisions, and other problems resulting from using and operating technical or faulty equipment including rope systems supplied by releasees or other parties on mountains, frozen waterfalls, caves, canyons, crevasses, rivers; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers, and hazards referred to above exist throughout and beyond the designated program areas and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my participation in/application for the Mountain Adventure Skills Training program and permitting my use of any College property including, but not limited to, tools and equipment provided to participants by the College for use during program activities as listed above (hereinafter "College property") 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 or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of College property or my travel beyond the activity area **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 THE OCCUPIERS LIABILITY ACT, RSBC 1996, c. 337 ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party, resulting from my participation in the activity, my use of College property, or travel beyond the activity area.
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;

COLLEGE OF THE ROCKIES

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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia, and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Mountain Adventure Skills Training Program other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

| |
|---------------------------|
| Signature of Witness |
| Please print name clearly |

| |
|---------------------------|
| |
| Signature of PARTICIPANT |
| Please print name clearly |