

**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").

Last Name	First Name	Date of Birth (YYYY/MM/DD)
Street Address	City	Prov/State
Postal/Zip Code	Phone	Email

ASSUMPTION OF RISKS

I am aware that the Adventure Tourism Business Operations (ATBO) Program includes activities designed for healthy and fit students who are interested in a career involving wilderness adventures such as swimming, kayaking, canoeing, rafting, camping, hiking, biking, snowboarding, skiing, extreme weather conditions, and potential out-of-country travel, involve many risks, dangers and hazards including, but 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 while swimming, kayaking, canoeing and rafting in pools, lakes and rivers, including in extreme conditions; wilderness travel, wildlife encounters/attacks, falls, or incidents arising from motor vehicle travel, camping, biking, hiking, snowboarding and ski touring in varied terrain, including steep high alpine, forested, glacier, flood plains, avalanche paths, canyons, river crossings, or from falling objects such as people, rocks, snow (including avalanche), ice and trees; exposure to weather conditions while traveling and camping in a wide range of conditions including extreme weather and extreme temperatures; falls, collisions and other problems resulting from using and operating technical equipment supplied by COTR or other parties, on mountains, frozen waterfalls, caves, canyons and crevasses; rescues and failed rescues; 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 areas used for teaching ATBO Program courses 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 application for Adventure Tourism Business Operations (ATBO) and permitting my use of any ATBO Program equipment as supplied for ATBO field courses teaching general camping, wilderness camping, winter camping, natural interpretation, hiking, backpacking, canoeing, sea kayaking, white water kayaking, white water rafting, swift water rescue, rock climbing, ice climbing, mountaineering, alpine skiing and snowboarding, back country skiing and snowboarding, avalanche skills training, mountain biking, wilderness first aid training, etc. (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 my 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;
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 Adventure Tourism Business Operations (ATBO) other than what is set forth in this Agreement. This Release Agreement will become effective on September 1, 20__, and will continue in effect until August 31, 20__.

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 DATE (YYYY/MM/DD) _____

PARTICIPANT Print Name _____ Signature _____

Witness Print Name _____ Signature _____