

**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 Fire Training Certificate program, which includes working with heavy equipment/tools and related hazards from said equipment; fire situations which involve fire, smoke or chemicals; physical exertion including ascending and descending ladders, working with and handling water hoses and pumps near waterways; being outdoors in a variety of weather conditions including extreme heat or cold; wearing heavy and confining protective equipment/clothing as required; and working around broken glass, twisted metal, leaking fluids and a variety of potentially hazardous areas, involve many risks, dangers and hazards including, but not limited to: Extreme atmospheres may cause sunburn, heat exhaustion, frostbite, hypothermia; tissue, joint and bone injuries which may include breaks, sprains, strains, burns, abrasions; hazardous atmospheres may cause respiratory problems due to exposure to smoke and chemicals; disability, dismemberment or death; 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 area 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 the Fire Training Certificate program and permitting my use of SCBA self-contained breathing apparatus, Confined space harness, Ladders, Pike poles, Axes, Pulaski, Fire extinguishers, Oxygen bottles, Nozzles, Fire hose, Fire pumps, Water tanks, Chainsaws, Generators, Positive pressure fans (PPV), Hand tools, Forcible entry door prop, Hammers, Pry Bars, Ropes, pulleys, carabiners, basket stretchers, Tri pods, Stabilizer struts, Hydraulic rams, cutters, combi tools, Hydraulic pumps, Halligan bars, PPE Personal protective equipment, Haz Mat suits, Fire truck, etc.)(hereinafter "College property") and/or Gold Creek campus and other premises as contracted by the College (hereinafter "College premises") 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 presence on College premises or 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 the Fire Training Certificate program 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 March 1, 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 _____