I

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

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

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT/MEMBER

To: British Columbia Mountaineering Club (the "Club") and its respective directors, officers, employees, members, volunteers, agents, independent contractors and subcontractors, representatives, successors, assigns and all persons acting under their authority (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITION

In this Agreement the term **"Outdoor Activities"** shall include but is not limited to: mountaineering (glacier travel; rock, snow, ice and mixed; roped and un-roped), climbing (indoor, rock, ice, alpine, sport and mountain); backpacking, hiking, trail running, trekking; backcountry skiing, touring, telemark skiing, snowboarding and snowshoeing; alpine skiing, Nordic or cross-country skiing; cycling, mountain biking; water sports (swimming, kayaking, canoeing, sailing or boating); trail building, clearing and maintenance; building, maintaining and operating backcountry huts; and, all activities, services and use of facilities provided, organized or arranged by the Releasees including orientation, instructional and skill development programs and all travel by or movement around helicopters, other aircraft or other vehicles.

ASSUMPTION OF RISKS

I am aware that participation in Outdoor Activities involves many risks, dangers and hazards. The terrain used for Outdoor Activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for Outdoor Activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe, and whether avalanche hazards or other dangers or risks may occur. Risks, dangers and hazards may include but are not limited to: rockfall, icefall, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; extreme variation in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, treewells, trees and other objects; falling trees; forest fires; concealed or exposed crevasses, icebridges or bergschrunds; cornices and cornice falls; cliffs; variable and difficult snow or ice conditions, including unstable snow packs or ice; ungroomed, unmarked and uncontrolled terrain; exposed or concealed holes or depressions on or below the surface or ground cover; still and moving water; lakes, streams, creeks and rivers, including crossings; cold water immersion; entrapment by trees, logs, rocks or equipment; drowning; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and lightning; dangerous and unpredictable water conditions, including waves, currents, rapids, white water and waterfalls; hypothermia; hyperthermia; frostbite; loss of balance or control and falls, particularly on steep, slippery or difficult terrain; difficulty or inability to control one's speed and direction; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure, malfunction or loss; loss or damage to personal property; failure to act safely or within one's ability or within a designated area; impact or collision with vehicles, other persons or objects; encounters with domestic or wild animals; becoming lost, going off route or becoming separated from one's party; remote locations with unreliable, delayed or no communication and inability to get rescue or medical assistance quickly or easily; dangerous driving conditions and travel over poor roads; negligence of other persons; and, **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ACTIVITIES.**

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

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

DISCLOSURE OF RESPONSIBILITIES

All activities and programs offered by the Releasees which involve Outdoor Activities are entirely self-guided. The directors, officers, employees, members, volunteers, organizers, agents, representatives, coordinators and all persons acting under the authority of the Releasees are neither professional guides nor trained first aid attendants. All are volunteers and may have no formal training in the skills and knowledge required for the Outdoor Activities. The Releasees are not in any way responsible for travel to or from locations, including transport by public or private motor vehicles. Releasees are not in any way responsible or liable for driver negligence, conduct or safety, or for insurance of vehicles, even if the vehicle belongs to or is driven by the Releasees. **Participants are responsible for their own medical insurance, accident and disability insurance and third party liability insurance.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to join the Club, to use Club cabins, and/or to participate in activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees including, but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future 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, resulting from or in connection with my membership in the Club, my use of Club cabins or my participation in any activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees, including, but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor 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 UNDER THE OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996, c. 337, OR ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ACTIVITIES REFERRED TO ABOVE.**

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 any aspect of my membership in the Club, my use of Club cabins or my participation in activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees, including but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities.

3. This 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 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 no other jurisdictions; and

5. Any litigation involving the parties of 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.

Unless the executive of the Club directs otherwise, this Agreement shall apply to all subsequent membership renewals, use of Club cabins or participation in activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees including but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Outdoor Activities, Club cabins and activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees, other than what is set forth in this Agreement.

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

Date: _____

_____
Participant/Member Signature

_____
Witness' Signature

_____
Participant/Member Printed Name

_____
Witness' Printed name