

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

(hereinafter, the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT 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

Name	Last	First	Middle Initial
	Street		
Address	City	Prov./State	Postal/Zip Code
	Contact Info		
	Telephone	Email:	

TO: **Community Recreational Initiatives Society** and all related companies and their directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns, and event organizers, promoters, and advertisers (collectively the "Releasees").

DEFINITIONS

In this Release Agreement, the term "Winter Activities" shall include all activities, accommodation, use of facilities, transportation, tours, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to: demonstrations; orientational and instructional courses; backcountry travel; single-day trips; multi-day trips; camping; outdoor education programs; hiking; scrambling; mountaineering; ice climbing; swimming; trekking; backpacking; overnight stays in the outdoors; sight-seeing; snowmobiling; ice fishing; cross country skiing; split boarding; downhill skiing and snowboarding; dogsledding; snowshoeing; the use of adaptive or assistance equipment for any of the foregoing; use of safety equipment including personal floatation devices; transportation, including by motorized vehicle, to locations where the Winter Activities take place; accommodation; food and beverage supply; and all other activities, events and services in any way connected with or related to the Releasees.

ACKNOWLEDGEMENT – WINTER ACTIVITIES SAFETY

I have been advised to wear an approved helmet and other protective equipment while participating in the Winter Activities. I understand that a helmet designed for the specific Winter Activity may help reduce the risk of some types of injuries, but that serious injury or death can result even when a helmet is worn. I agree that I will not be under the influence of drugs and/or alcohol while participating in the Winter Activities.

ASSUMPTION OF RISKS

The Winter Activities may take place in the backcountry, in rugged or alpine terrain which is unmarked, and may not be recently travelled or inspected. I am aware that participating in the Winter Activities involves many risks, dangers and hazards, these include but are not limited to: avalanches; travel through mountainous or alpine terrain; slips, trips and falls; icy, slick or uneven surfaces; trees, tree wells, tree stumps, streams, creeks, rivers, rocks, boulders, loose gravel, cliffs, forest deadfall, holes or depressions; variable and difficult snow conditions; crevasses, cornices, steep slopes, unstable or slippery ground and other hazards and obstacles; extreme weather conditions; improper use or maintenance of equipment; skiing, boarding, riding and off-loading gondolas or ski lifts; equipment failure including equipment associated with or related to ice climbing, rappelling and belaying; failure of safety equipment; failure of adaptive or assistance-providing equipment; encounters with dangerous or poisonous flora and fauna including domestic and wild animal animals; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps; moguls; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; falling snow or ice from natural or man-made sources; snow immersion; hypothermia; drowning; cold water immersion; becoming lost or separated from one's party; limited access to and/or delay of medical attention; physical exertion, exhaustion, dehydration, altitude sickness or frostbite; falling through ice or frozen surfaces; the failure to act safely or act within one's own ability or stay within designated areas; negligent first aid; food poisoning; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; becoming lost or separated from one's guide or party; negligence of other participants or third parties; 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 OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE WINTER ACTIVITIES AND THE USE OF ASSOCIATED OR RELATED EQUIPMENT.**

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE WINTER ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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ACKNOWLEDGEMENT - PARTICIPANT HEALTH AND MEDICAL RECORD

I have completed the CRIS Participant Health and Medical Record to the best of my knowledge. I have not been told by a doctor not to engage in the Winter Activities. I do not have any condition(s) that are incompatible with or would prevent me from safely participating in the Winter Activities. If I have any questions or concerns regarding my ability to safely participate in the Winter Activities, I will discuss these questions or concerns with the Releasees prior to participating in the Winter Activities.

ACKNOWLEDGEMENT – NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

Communication in the terrain used for the Winter Activities may be difficult and in the event of an accident, rescue and medical treatment may not be available. 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the Winter Activities and permitting my use of their facilities, equipment, and services, 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 participation in the Winter Activities and/or use of any related equipment **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, R.S.B.C. 1996, c. 337 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 OF PARTICIPATING IN THE WINTER ACTIVITIES;
2. **I AGREE 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 Winter Activities or my use of any related equipment;
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 on any oral or written representations or statements made by the Releasees with respect to the safety of the Winter Activities or my use of any related equipment, other than what is set forth in this Release Agreement.

I HAVE READ THIS 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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN THE WINTER ACTIVITIES OR ANY OTHER ACTIVITIES IN ANY WAY RELATED TO THE RELEASEES.

Signature of Participant	Signature of Legal Guardian (if Applicable)
Printed Name of Participant	Printed Name of Legal Guardian (if Applicable)
Date	Witness