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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!

To: The Valemount College Society/Valemount College (the “Society”) and their 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: dogsledding, snowmobiling, avalanche skills training, horse trail guiding, 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, downhill skiing, Nordic or cross-country skiing; cycling, mountain biking; water sports (swimming, kayaking, canoeing, sailing, river float rafting, boating, swiftwater operations); Fly-fishing; Outdoor photography; 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. 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, tree wells, trees and other objects; falling trees; forest fires; concealed or exposed crevasses, ice bridges or bergschrunds; cornices and cornice falls; cliffs; variable and difficult snow or ice conditions, including unstable snow packs or ice; un-groomed, 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

The Releasees’ instructors seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions. I acknowledge that decisions made by instructors and participants are often made in wilderness/remote settings are made based on often imprecise, momentary, and subjective perceptions so that decisions are subject to errors in judgement that cannot and should not be associated with fault at a later point in time. 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 participate in activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees including, but not limited to Society 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 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 Society 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 participation in Society activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees, including but not limited to Society 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.

6. That the Society may contact me in the future by telephone and/or by mail, to gather information on my employment and educational status. I also give permission to the Society to share this information, as well as information on my attendance, performance, and outcomes, with the agency funding my participation and it's authorized designates. Information is used by the Society for administration, research, and evaluation purposes.

7. That any photographs taken during the duration of the program may be used for further promotion of the program. Unless the executive of the Society directs otherwise, this Agreement shall apply to participation in activities, programs, services or meetings organized, provided or authorized by or on behalf of the Releasees including but not limited to Society trips, camps, expeditions, courses or programs involving Outdoor Activities.

THE MARINE LIABILITY ACT

The Marine Liability Act, S.C. 2001, c.6, may limit the Society in the event of an accident resulting in injury or death.

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, Society 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's Signature

Witness' Signature

Participant's Printed Name

Witness' Printed name

Parent or Guardian for Students under the age of nineteen years at the date of this Agreement:

I am the parent or legal guardian of _____ (name of student), and I hereby sign this Agreement on behalf of my child and HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability resulting from my child's participation in the program.

Witnessed by:

Signature of Witness

Signature of Parent or Legal Guardian

Name of Witness (Please Print)

Name of Parent or Legal Guardian