

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS TO
SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Signature of Guest

To: Yamnuska Inc. operating as YAMNUSKA MOUNTAIN ADVENTURES, HER MAJESTY THE QUEEN IN RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, assigns, representatives and guests. (all of whom are hereinafter referred to as **the RELEASEES**)

DEFINITION

THE RELEASEES programs include, but are not limited to, mountaineering, ski touring, telemarking, alpine skiing, snowboarding, cross-country skiing, rock climbing, hiking, waterfall ice climbing, glacier travel and high altitude climbing and travel teambuilding initiatives and exercises, canoeing, kayaking and general physical exercise both outdoors and indoors.

In this Agreement, the term **wilderness activities** shall include but is not limited to: hiking, nature study, snow sports, touring, mountaineering, rock or ice climbing, expeditions, trekking, glacier travel, mountain biking, horseback riding, swimming, boating, fishing, watersports, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, equipment, clothing, food and beverage, water supply, rescue and first aid services, and all travel by or movement around vehicles, helicopters, other aircraft, horses and pack animals, all terrain vehicles, watercraft or other vehicles.

ASSUMPTION OF RISKS

I understand that the Releasees programs involve intrinsic hazards, not all of which can be listed here. Among the more obvious and frequent are:

1. Steep terrain where a fall, whether roped or unroped, may cause injury or death.
2. Falling rock, ice or other objects, which may cause injury or death.
3. Violent and unpredictable weather, which may cause injury due to extremes of heat or cold, and which may prevent travel to, from or within an area.
4. Unfamiliar country, where the program participants may get lost, off route or be separated from the rest of the party.
5. Wild animals, which have been known to maul, sometimes fatally, mountain travelers.
6. Avalanches, which are highly dangerous and may be triggered by the activities of skiers or climbers or by natural forces.
7. Remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily.
8. Medical problems arising from climbing at high altitudes or in areas where adequate supplies of clean food or water may be unavailable.
9. Transport by public or private motor vehicle, helicopter and light fixed wing aircraft or through the use of animals.
10. Hazards involved in canoeing, kayaking and other water activities such as capsizing, striking rocks in rivers, and drowning.
11. Scrapes, bruises, fractures and other injuries sustained in physical activity indoors and outdoors.
12. **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFELY GUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS 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.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS – INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

Initials

YAMNUSKA INC.
Operating as Yamnuska Mountain Adventures

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for any of the Releasees Mountain Adventures programs or activities I agree to this release of claims and waiver of liability as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **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 wilderness 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 OWED UNDER ANY APPLICABLE OCCUPIERSq LIABILITY LEGISLATION IN THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

2. I am not relying on any oral or written statements made by the Releasees or their agents, whether in brochures, advertisements or in individual conversations to lead me to become involved in this program on any basis other than my assumption of the risks involved.
3. I accept all of the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the program I am taking with the Releasees
4. I certify that I am physically capable and fit to participate in this activity and I have no medical conditions or needs other than those listed.
5. I confirm that I am eighteen years of age or older. (Younger participants must have a parent or guardian read and sign this document.)
6. I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, my next of kin, my executors, administrators and assigns.
7. 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 Alberta and no other jurisdiction; and
 Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
8. **I HEREBY AGREE 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 my participation in wilderness activities.

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.

Witness Signature	Guests Signature
Witness Printed Name	Guests Printed Name
Date	Signature of Parent or Guardian if guest is a minor

CLIENT INFORMATION

LAST NAME	FIRST NAME
ADDRESS	CITY
PROVINCE/STATE	POSTAL/ZIP CODE
COUNTRY	EMAIL

MEDICAL INFORMATION

EMERGENCY CONTACT	PHONE:
ALLERGIES	
MEDICATIONS	
MEDICAL CONDITIONS	