

British Columbia Mountaineering Club

Release of Liability, Waiver of Claims, Assumptions of Risks and Indemnity Agreement

**By signing this agreement you are waiving certain legal rights,
including the right to sue or claim compensation following an accident**

PLEASE READ CAREFULLY!

To: British Columbia Mountaineering Club

ASSUMPTION OF RISKS

I am aware that mountaineering, rock climbing, ice climbing, backpacking, hiking, backcountry skiing, telemarking, touring, snowboarding, snowshoeing and all other such activities (collectively referred to as "Wilderness Activities"), involve many risks, dangers and hazards including, but not limited to: rockfall, icfall, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; hidden or exposed earth, rocks, boulders, ice, logs, stumps, forest deadfall, treewells, trees and other objects; concealed or exposed crevasses, icebridges or bergschrunds; cornices and cornice falls; cliffs; variations in snow or ice conditions, including unstable snow packs or ice; ungroomed, unmarked and uncontrolled terrain; exposed or concealed holes or depressions in the snow pack; still and moving water; limited visibility; variable, severe or rapidly changing weather; hypothermia; frostbite; loss of balance or control and falls, particularly on steep or difficult terrain; errors of judgment; lack of preparation; inadequate or inappropriate equipment; equipment failure, malfunction or loss; failure to act safely or within one's ability; impact or collision with other persons; encounters with domestic or wild animals; becoming lost, going off route or becoming separated from one's party; remote locations with no or unreliable communication and inability to get rescue or medical assistance quickly or easily; dangerous driving conditions and travel over poor roads; negligence of other mountaineers, climbers, backpackers, hikers, skiers, snowboarders, snowshoers, drivers, snowmobilers and others; and, **negligence on the part of the British Columbia Mountaineering Club, its directors, officers, agents, members, organizers, coordinators, assistants, representatives and all persons acting under its authority (collectively the "BCMC"), including the failure on the part of the BCMC to take reasonable steps to safeguard 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.

DISCLOSURE OF RESPONSIBILITIES

The organizers and coordinators of BCMC programs are not professional mountaineers, guides, or trained first aid attendants. Organizers and coordinators of BCMC programs and their assistants are unpaid volunteers and may have no formal training in the skills they are demonstrating. BCMC programs are organized to allow progressive development of skills and knowledge. Accordingly, full attendance and participation in BCMC programs are compulsory. Weekend sessions are conducted in mountain areas outside Vancouver and transportation to and from these locations is the responsibility of each participant. The BCMC, its organizers, coordinators or assistants 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 an organizer, coordinator or assistant. Failure to follow the instructions of the organizers, coordinators or assistants may result in serious injury or death. Consumption of or being under the influence of alcohol or drugs (illegal, prescription or otherwise) is not permitted at any time in this program. Any medical conditions or prescription drugs or medications must be disclosed to the organizers and coordinators at the time of program registration to allow the organizers and coordinators to vet the participant's acceptance or ongoing participation in a program. The BCMC, its organizers, coordinators or assistants provide no guarantee that participants will be able to correctly assess snow pack danger or route safety on trips that participants take part in subsequent to completing this program. Should participants be involved in an avalanche or climbing rescue during

Initials of Participant

or subsequent to completion of this course, the BCMC, its organizers, coordinators or assistants do not guarantee that participants will competently perform that rescue.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the BCMC allowing me to join the BCMC, to use Club cabins, or to participate in any activities or programs organized or authorized by or on behalf of the BCMC including, but not limited to, club trips, camps, expeditions, courses or programs involving Wilderness Activities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the BCMC and TO RELEASE THE BCMC 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 BCMC, my use of Club cabins or my participation in any activities or programs organized or authorized by or on behalf of the BCMC, including activities or programs involving 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 UNDER THE **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996, c. 337, OR ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION, ON THE PART OF THE BCMC, AND ALSO INCLUDING THE FAILURE OF THE BCMC TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY the BCMC from any and all liability for any damage to property of or personal injury to any third party, resulting from any aspect of my membership in the BCMC, my use of Club cabins or my participation in any activities or programs organized or authorized by or on behalf of the BCMC;
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.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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 BCMC.

Date: _____

Signature of Participant

Signature of Witness

Print Name of Participant

Print Name of Witness