

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/we, the parent, parents or guardian of _____ (name of child) ("Child") are 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, icefall, 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 the Child from the risks, dangers and hazards of Wilderness Activities.**

I/WE THE PARENT, PARENTS OR GUARDIAN OF THE CHILD ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY OR DEATH OF THE CHILD, OR DAMAGE TO AND LOSS OF THE CHILD'S PROPERTY OR EQUIPMENT RESULTING THEREFROM.

RESPONSIBILITIES

The organizer or coordinator of a Club trip or activity is not a professional mountaineer, guide or trained first aid attendant. The function of the organizer or coordinator is only to organize the trip, ensure it gets underway and be familiar or have knowledge of the access to the area, the route or routes. Participants on a club trip or activity are responsible for their own safety and are expected to have the necessary skills, experience, fitness, suitable first aid supplies and appropriate equipment in good working order.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the BCMC allowing the Child 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/we, the parent, parents or guardian of the Child hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that the Child has or may have in the future against the BCMC

Initials of Parent(s)/Guardian

and TO RELEASE THE BCMC from any and all liability for any loss, damage, expense, or injury including death that the Child may suffer, or that the Child’s heirs, next of kin and guardian may suffer, resulting from or in connection with the Child’s membership in the BCMC, the Child’s use of Club cabins or the Child’s 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 THE CHILD 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 the Child’s membership in the BCMC, the Child’s use of Club cabins or the Child’s 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 the Child’s heirs, next of kin, guardian, executors, administrators, assigns and representatives, in the event of the Child’s 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/we the parent, parents or guardian of the Child are 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/WE, THE PARENT, PARENTS OR GUARDIAN OF THE CHILD HAVE READ AND UNDERSTAND THIS AGREEMENT AND ARE AWARE THAT BY SIGNING THIS AGREEMENT WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH THE CHILD OR CHILD’S HEIRS, NEXT OF KIN, GUARDIAN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE BCMC.

Date: _____

Signature of Parents/Parent/Guardian

Signature of Witness

Print Name of Parents/Parent/Guardian

Print Name of Witness