

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
ASSUMPTION OF RISKS AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT 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!

I AGREE (Initial)

I agree this Release Agreement shall apply to all my participation in ACC Activities for a period of 14 months from the date I sign this Release Agreement, including all ACC Activities booked, scheduled, and rescheduled both before and after the date of signing.

I AGREE (Initial)

TO: THE ALPINE CLUB OF CANADA (operating as ACC, and including all ACC Sections whether unincorporated or incorporated); ALPINE CLUB OF CANADA, CALGARY SECTION; ALPINE CLUB OF CANADA COLUMBIA MOUNTAINS SECTION; THE ALPINE CLUB OF CANADA, TORONTO SECTION; ALPINE CLUB OF CANADA WHISTLER SECTION; ALPINE CLUB OF CANADA YUKON SECTION; GIRLS ON ICE CANADA SOCIETY; HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY PARKS CANADA; and HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY ONTARIO PARKS and each of their respective directors, officers, employees, instructors, assistant instructors, guides, leaders, members, trip leaders, volunteers, agents, independent contractors, contractors, subcontractors, representatives, successors and assigns, participants and organizations participating in or connected with ACC Activities (hereinafter collectively referred to as the **"RELEASEES"**).

DEFINITIONS

In this Release Agreement, the term **"ACC Activities"** shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: mountaineering, rock climbing, bouldering, alpine skiing, Nordic skiing, telemark skiing, snowboarding, snowmobiling, touring, biking, trail running, hiking, ice climbing, trekking, snowshoeing, glacier travel and other forms of backcountry travel; swimming; expeditions; camping or overnight stays in the outdoors or in backcountry huts, cabins and lodges; indoor gym climbing; via ferrata climbing; rental, borrowing or use of skis, snowboards, climbing equipment and other equipment; demonstrations; orientational and instructional courses; avalanche training courses; food, beverage and water supply; festivals; outdoor games; product demonstrations; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, fixed wing aircraft, watercraft, and motor vehicles; and all other activities, events and services in any way connected with or related to the foregoing.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.

I am aware that participating in ACC Activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for some ACC Activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for ACC Activities or whether an avalanche may occur. The terrain used for ACC Activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; ice caves; trees, tree wells and tree stumps; bodies of water; strong currents; cold water; variable or unknown water depths; changing weather conditions; rocks; rockfalls; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads, resource roads, sled tracks, and road banks, fences, and other man-made structures; high winds; lightning; forest fires; snow immersion; equipment failure including equipment associated with or related to climbing, rappelling and belaying; slippery and difficult ground and travel conditions; falling ice, equipment, or other objects; thin or melting ice; frozen waterfall collapse; access to helicopter pick up, drop off and landing areas; impact or collision with other persons, vehicles or objects; slips, trips and falls; extreme variations in terrain and trails; incomplete warnings or instructions; effects of high altitude including pulmonary edema and cerebral edema; 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 party or guide; loss of balance or control; encounters with domestic and wild animals; encounters with dangerous or poisonous flora and fauna; effects of lack of fitness; death; personal injury including but not limited to sprains, strains, shock, stress, nausea, food borne illness; diarrhea, burns, cuts, abrasions, fractured or broken bones, impalement, drowning, hypothermia, loss of limbs, frostbite, sunstroke, sunburn, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body; negligent first aid or rescue services; allergic reactions; transportation accidents; food or water contamination; negligence of other persons, including other guests; 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 ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACC ACTIVITIES. The added risks of travel by helicopter to or from ACC Activities locations include travel over mountainous or alpine environment; helicopter crashes; being struck by rotating helicopter blades and tail rotors; mechanical malfunction of helicopters; and pilot error.

I am aware that communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by foot, helicopter, snowcat or snowmobile hazardous.

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. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH ACC ACTIVITIES, AND I AGREE I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I FURTHER AGREE MY PARTICIPATION IN ACC ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.

I AGREE
(Initial)

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of **THE RELEASEES** allowing me to participate in ACC Activities, 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 ACC 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 OCCUPIERS LIABILITY LEGISLATION 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 ACC ACTIVITIES.
2. 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;
3. For accidents that occur in Canada, 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 the province or territory where the activities take place and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the activities take place and shall be within the exclusive jurisdiction of the Courts of that province or territory; and
4. For accidents that occur outside of Canada, the parties agree that 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 Alberta, Canada and no other jurisdiction and that any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.
5. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the Participant and Releasees' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 participating in ACC Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE 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. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Signed this _____ day of _____, 20____

PRINT NAME OF PARTICIPANT
(or parent/legal guardian if under 18)

SIGNATURE OF PARTICIPANT
(or parent/legal guardian if under 18)

Witness: _____
(Signature)

(Print Name)