



## ELK WATERSHED DISCOVERY CAMP 1

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as 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!**

**INITIAL**

**TO: THE COLLEGE OF THE ROCKIES** and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (hereinafter collectively referred to as the "Releasees").

<b>Name</b>	<b>Last</b>	<b>First</b>	<b>Date of Birth(dd/mm/yyyy)</b>	
<b>Address</b>	<b>Street</b>	<b>City</b>	<b>Prov/State</b>	
	<b>Postal/Zip Code</b>	<b>Telephone</b>	<b>Email</b>	

#### UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS:

I understand and acknowledge that participating in this program will involve serious risks to myself and other participant(s), both anticipated and unanticipated, that could result in injury, disease, illness and death to myself, other participant(s) and others, and damage to or loss of property. The Program involves high risk activities and is designed for healthy and fit adults who are interested in extreme wilderness adventure. The Program is not designed for students who are interested in purely recreational activities. I have read the application published by the releasees.

#### ASSUMPTION OF RISKS

I am aware that the Elk Watershed Discovery Camp 1, which includes high risk activities such as:

Travelling in College vehicles, on highways and logging roads in adverse conditions, swimming in lakes, paddleboarding, flyfishing, hiking, which involve many risks, dangers and hazards including, but not limited to:

- cuts, bruises, sprains, strains, burns, partial/complete drowning, fractures, hypothermia, trauma, shock, disease, illness, heat and cold injuries including heat prostration, frostbite, severed limbs, paraplegia, quadriplegia, brain injury, physical and mental injury, and death, which may arise from accidents or incidents caused by,
- accidents while paddleboarding, flyfishing and swimming including extreme conditions,
- wildlife encounters/attacks, falls, camping, hiking, varied terrain including steep high alpine, forested, flood plains, canyons and river crossings, from falling objects such as rocks and trees,
- exposure to extreme wind, rain, and temperature conditions while travelling in mountainous areas
- falls, collisions, and other problems resulting from using and operating technical or faulty equipment rope systems supplied by releasees or other parties, on mountains, and rivers,
- rescues and failed rescues, delayed or inappropriate medical treatment; acts, errors, or omissions of releasees, including negligence of releasees,
- acts, errors, or omissions, including negligence of other participants, the Participant's own acts, errors, or omissions including negligence,
- infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact,
- negligent first aid; failure to act safely or within one's own ability or to stay within designated areas,
- negligence of other persons; 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 REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond the College premises and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

In consideration of the Releasees accepting my participation in Elk Watershed Discovery Camp 1 and permitting my use of College equipment, (hereinafter "College property") and/or College of the Rockies, Fernie Campus at 342-3rd Ave. (hereinafter "College premises") 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 use of College property or my travel beyond the activity area **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 THE OCCUPIERS LIABILITY ACT, RSBC 1996, c. 337 ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party, resulting from my participation in the activity, my use of College property, or travel beyond the activity area.
3. 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;
4. 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Elk Watershed Discovery Camp 1 other than what is set forth in this Release Agreement. This Release Agreement will become effective on July 1, 202\_\_ and will continue in effect until August 31, 202\_\_.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

<b>Signature of Witness</b>
<b>Please print name clearly</b>

<b>Signature of PARTICPANT</b>
<b>Please print name clearly</b>
<b>Signature of Parent or Guardian if participant under 19 years</b>