

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

(hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial:

ACTIVITY NAME: _____ **ACTIVITY DATE(S):** _____

TO: THE ALPINE CLUB OF CANADA (ACC), and its directors, officers, employees, instructors, assistant instructors, guides, leaders, members, trip leaders, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns, participants and organizations participating in or connected with the activities as defined below and HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY PARKS CANADA and (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, skiing, snowboarding, snowmobiling, camping, hiking, ice climbing, snowshoeing and other forms of backcountry travel; rental or use of skis, snowboards or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, fixed wing aircraft, watercraft and motor vehicles; and other activities, events and services in any way connected with or related to the foregoing.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, SICKNESS, COVID-19, 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; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures; snow immersion; impact or collision with other persons or objects; slips, trips and falls; becoming lost or separated from one's party or guide; 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.** I am aware that during the course of the ACC Activities I may catch a sickness, including but not limited to influenza or Covid-19, from other participants in the ACC Activities or the Releasees. I am aware that communication in the alpine terrain is difficult and in the event of an accident or my sickness, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ACC ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, SICKNESS (INCLUDING COVID-19), DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, personal injury or sickness (including Covid-19) to any third party resulting from my participation in ACC Activities;
- 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 the Province or Territory in which the ACC Activities take place and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province or Territory in which the ACC Activities take place and shall be within the exclusive jurisdiction of the Courts of that Province or Territory.

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

| | | |
|---|-------------------|---|
| I have read the Release Agreement printed above and I agree to be bound by those conditions. | | |
| Name of Participant | | Signature of Participant <i>(Signature of Parent/Guardian if participant is under age of majority)</i> |
| Date (dd/mm/yyyy) | Emergency Contact | Name and Signature of Witness |