

**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 CERTAIN LEGAL RIGHTS, INCLUDING  
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Initial \_\_\_\_\_

<b>Name</b>	<b>Last</b>	<b>First</b>	<b>Initial</b>	<b>Telephone</b>
<b>Address</b>	<b>Street</b>	<b>City</b>	<b>Prov/State</b>	
	<b>Postal / Zip Code</b>	<b>Email</b>	<b>Birthdate MM / DD / YYYY</b>	
<b>Emergency Contact</b>	<b>Name/Relation</b>			<b>Telephone</b>

I, \_\_\_\_\_ (the "**Participant**") sign on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ this RELEASE AND WAIVER OF LIABILITY (the "**Release**") in favour of Community Recreational Initiatives Society, and all related or associated companies and their respective owners, directors, officers, employees, volunteers, agents, representatives, coaches, instructors, guides/tailguides, trip leaders, team leaders, contractors, subcontractors, sponsors, funders, facilitators, successors and assigns, and host locations (hereinafter collectively referred to as the "**Releasees**").

In this Release, the term "**CRIS Activities**" refers to customized outdoor adventure experiences and other assisted outdoors activities, and shall include, but is not limited to: traveling, camping, walking, hiking, cycling (on or off road and with or without motor assist), snowmobiling, ATVing, UTVing, rock and/or ice climbing, bouldering, scrambling, mountaineering, kayaking, canoeing, paddleboarding, whitewater rafting, fishing (including ice fishing), sportsman activities and field sports, paragliding, skydiving, cross country and/or downhill and/or all terrain skiing, dogsledding, and snowshoeing, all activities being with or without the assistance of individuals and/or utilizing adaptive/assistance equipment, the rental/use of equipment for such activities (together, the "**Equipment**"), and all related activities, services, and use of facilities, equipment, and/or terrain either provided by or arranged by the Releasees, including assisted, guided and instructional programs.

**ACKNOWLEDGEMENT-SAFETY**

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**HELMETS ARE ALWAYS RECOMMENDED**

I acknowledge that I have been advised I must, and I will, wear the appropriate safety or protective equipment while participating in CRIS Activities, including safety and restraint straps, harnesses, helmets, life jackets, avalanche safety gear, and personal protective equipment such as masks, gloves, and hand sanitizer. Using proper safety equipment may be mandatory under Provincial or Federal law, and I am aware that the use of the Equipment is subject to applicable municipal, Provincial and/or Federal regulations.

I am aware that the physical exertion required by CRIS Activities and forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the CRIS Activities.

I acknowledge that I have not been advised by any medical professional to **not** participate in CRIS Activities.

I acknowledge that I will not be under the influence of drugs and/or alcohol while participating in CRIS Activities.

I acknowledge that throughout my involvement in CRIS Activities, the Releasees will be providing me with personal assistance to enable my participation and/or in the operation of the Equipment (the "**Assistance**"). While the Releasees will, to the best of their ability, provide me with a safe experience, I acknowledge that the Releasees do not guarantee my safety, that such contact could increase the risk of infectious disease spread, and I participate in the Adaptive Activities at my own risk.

**DESCRIPTION AND ASSUMPTION OF RISKS**

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There are many potential **RISKS, DANGERS** and **HAZARDS** associated with CRIS Activities including the **RISK OF SEVERE INJURY OR DEATH.**

The terrain used for CRIS Activities may be uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards, and the Releasees make no representations as to whether the terrain is safe.

Risks, dangers and hazards associated with CRIS Activities may include, **but are not limited to:**

Accidents which occur during transportation to and from the CRIS Activities location, rockfall, icfall, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; falls into crevasses; extreme variation in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, treewells, trees, potholes and other objects; falling trees; cliffs; variable and difficult snow or ice conditions, including unstable snow packs or ice; ungroomed, unmarked and uncontrolled terrain; exposed or concealed holes or depressions on or below the surface or ground cover; limited visibility; falls, trips and slips; falls from height; impact with other participants; negligence of other outdoor participants; rollovers; still and moving water; lakes, streams, creeks and rivers, including crossings or thin ice resulting in cold water immersion; capsizing into water; drowning; entrapment by trees, logs, rocks or equipment; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and whiteouts; hyperthermia and/or heat exhaustion and/or heat stroke; hypothermia; frostbite; dehydration; loss of balance or control and falls, particularly on steep, slippery or difficult terrain; difficulty or inability to control one's speed and direction; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure, malfunction or loss; absence of equipment; uncontrolled acceleration; uncontrolled deceleration; the use, handling, and carrying of firearms and archery equipment; incomplete or incorrect instruction; fires or campfires (including burns and damage to property therefrom); loss or damage to personal property; failure to act safely or within one's ability or within a designated area; food allergies; food-borne and water-borne illnesses; contaminated water; impact or collision with vehicles, other persons or objects; encounters with domestic or wild animals; encounters with livestock; animal bites; poisonous snakes, insects, and plants; becoming lost, going off route or becoming separated from one's party; dangerous driving conditions and travel over poor roads; and infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact, negligence of other persons.

Communication in the terrain where CRIS Activities occur can be difficult, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available or available.

I am aware that participation in CRIS Activities also **MAY INCLUDE RISKS INCLUDING 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CRIS ACTIVITIES AND IMPROPER/INCOMPLETE INSTRUCTION. 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.**

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** **Initial**

In consideration of the RELEASEES agreeing to my participation in CRIS Activities, I do hereby freely, voluntarily, and without duress 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 CRIS Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CRIS ACTIVITIES INCLUDING THE RISKS REFERRED TO ABOVE.**
2. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability

for any property damage or personal injury to any third party resulting from my participation in CRIS Activities.

3. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself (or brought on behalf of an infant (or an individual legally incapable of executing this Release Agreement), if I am executing this Release as the parent/guardian on behalf the said participant of the CRIS Activities).

4. Should I require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in CRIS Activities, I consent to such treatment as deemed necessary by the Releasees.

5. Should I require non-scheduled or emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such non-scheduled or emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.

6. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in CRIS Activities.

7. I understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, included but not limited to medical, health or disability insurance.

8. I certify that I am in good health to participate in CRIS Activities and that no qualified medical professional has advised me to **not** participate in CRIS Activities.

9. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

11. Any litigation involving the parties to this Release 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.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

In entering into this Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in CRIS Activities, other than what is set forth in this Release.

PHOTO/VIDEO RELEASE – I understand that during CRIS Activities I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

**I confirm that I have read and understand this Release Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.**

Date: \_\_\_\_\_ Participant's Date of Birth (MM/DD/YYYY): \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature                      Parent/Guardian's Signature                      Witness' Signature

\_\_\_\_\_  
Participant's Printed Name                      Parent/Guardian's Printed Name                      Witness' Printed Name