

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

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN THE TRAINING COURSE

INITIAL
HERE

Name		
Address		
Name of course	Location	Course date

TO: CANADIAN MOTORIZED BACKCOUNTRY GUIDES ASSOCIATION (the "CMBGA") AND ALL SNOWMOBILE CLUBS, BACK-COUNTRY TOUR OPERATORS, HELICOPTER AND SNOWCAT SKIING OPERATORS, SPONSORS, ORGANIZATIONS, INSTITUTIONS, ASSOCIATIONS, CORPORATIONS AND INDIVIDUALS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR ANY TRAINING COURSES (AS DEFINED BELOW) AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INSTRUCTORS, OBSERVERS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

(ALL OF WHOM ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "RELEASEES")

DEFINITIONS

In this Release Agreement:

- a) the term "**MOUNTAIN TRAVEL**" shall include, but is not limited to: skiing; snowboarding; snowshoeing; hiking and climbing; and all travel by snowmobile, snow cat, motor vehicle, aircraft, helicopter and other conveyances.
- b) the term "**TRAINING COURSE**" shall include all courses, seminars, workshops, activities, services and use of facilities, accommodation, food and beverage and water supply, either provided or arranged by the Releasees or in any way related to the course I have or will register for, as outlined in the CMBGA website and/or CMBGA printed materials including, but not limited to: classroom sessions; field trips; all Mountain Travel either within or beyond facility boundaries or in the back country; and all transportation by air or land in connection with the Training Course.
- c) the term "**FACILITIES**" shall mean any facilities, managed snowmobile areas, trails, ski areas, or other premises either provided by or arranged by the CMBGA or in any way related to the Training Course.

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

I am aware that the Training Course I have registered for takes place in hazardous mountain terrain and involves many risks, dangers and hazards. Avalanches occur frequently in the mountain terrain in which the Training Course is conducted and may be caused by natural forces or by Mountain Travel. I acknowledge and accept that the Training Course instructors may fail to predict whether the mountain terrain is safe for travel or whether avalanches may occur. The Training Course is taught in mountain terrain which is uncontrolled, unmarked and not inspected, and involves many risks, dangers and hazards in addition to that of avalanches. These may include but are not limited to: infectious diseases contracted through viruses, bacteria, parasites, fungi which may be transmitted through direct or indirect contact; ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks and boulders; forest deadfall; holes and depressions on or beneath the snow surface; cliffs; variable and difficult snow conditions; crevasses; winter travel on highways and back country roads; snow cat roads and road banks, fences, and other man-made structures; becoming lost or separated from the Training Course instructor or other course participants; extreme and rapidly changing weather conditions; observing or participating in snow control programs including the use of explosives; encounters with hunters or domestic or wild animals, including bears; negligence of other persons; mechanical failure of snowmobiles, snow cats and related equipment; impact or collision with other persons or snowmobiles, snow cats and other vehicles or objects; failure to operate a snowmobile safely or within one's own ability; **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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

Communication in the mountain terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Mountain weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snow cat or snowmobile hazardous.

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ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
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HERE

I AM FULLY AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE TRAINING COURSE AND 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.

NOTICE TO TRAINING COURSE PARTICIPANTS USING SNOWBOARDS, SNOWSHOES AND TELEMAR SKIS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, snowshoe and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes, will increase the risk of not surviving an avalanche.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the Training Course, 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 heirs, executors, administrators, representatives and/or next of kin may suffer, as a result of or arising out of my participation in the Training Course, use or of my presence on any Facilities or travel beyond the boundary of any Facilities, **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, R.S.B.C. 1996 c. 337 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 REFERRED TO ABOVE;**

- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Training Course, use of or my presence on any Facilities or travel beyond the boundary of any Facilities;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators 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 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 on any oral or written representations or statements made by the Releasees with respect to the safety of the Training Course, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THE 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, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN THE TRAINING COURSE.

Signed this _____ day of _____, 20____ at _____.

Signature of Participant
Please print name clearly

Signature of Witness
Please print name clearly