

**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

INITIAL

Name	Last		First		
	Street		City		Prov/State
Address	Country	Postal/Zip Code	Date of Birth:		Age
			Day	Month	Year

TO: CANADIAN OUTDOOR LEADERSHIP TRAINING (COLT) and STRATHCONA PARK LODGE LTD. and its directors, officers, employees, agents, independent contractors, subcontractors, volunteers, successors, assigns, representatives, affiliates, and subsidiaries (collectively referred to as “**COLT/SPL**”).

DEFINITIONS

In this Release Agreement the term “**the Activities**” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by COLT/SPL and shall include, but is not limited to: whitewater, flat water and ocean canoeing and kayaking; stand up paddle boarding (SUP); high and low ropes courses; zip lines; rock climbing; tree climbing; hiking; backpacking; mountaineering; backcountry camping, including use of camp stoves and campfires; use of mountain bikes on man-made features, trails and roads; sightseeing; nature study; snow shoeing; caving; yoga; swimming; motor boating; sailing; rental of canoes, kayaks, sailboats, motor boats, bicycles and other equipment; instructional courses; seminars and sessions; transportation; food & beverage; water supply; rescue and first aid services; accommodation, and other such activities, events and services in any way connected with or related to those activities.

ACKNOWLEDGEMENT – SAFETY

The activities offered by COLT/SPL are designed to pose appropriate challenges for participants. The enjoyment and educational benefit derived from outdoor activities is, in part, a result of risks inherent in these Activities. While SPL strives to manage risk, it is neither possible nor desirable to eliminate all risk.

I acknowledge that I have been advised to wear appropriate and approved safety equipment while participating in the Activities. These include an approved climbing harness and helmet for climbing and high element activities; personal floatation device (PFD) for all water activities; an approved cycling helmet while cycling; and paddling helmet for whitewater and surf kayaking. I am aware that there are employees, guides or instructors available to answer any questions that I may have as to the proper use of the equipment.

INITIAL

ASSUMPTION OF RISKS

I am aware that participation in the Activities involves many risks, dangers and hazards including, but not limited to: variable weather conditions, including storms, high wind, lightning; accidents which occur during transportation or travel to and from activity locations; loss of balance; difficulty or inability to control one’s speed and direction; variation in steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; slips and falls; overturning of boats; all water hazards including rocks, sweepers, strainers and currents; cold water immersion; creek or river crossings; rock fall; hypothermia; equipment failure; encounters with domestic animals and wildlife; collision with other persons, equipment, vehicles or objects; becoming lost or separated from the guides, instructors or other participants; failure to paddle, hike or cycle within one’s own ability or within designated areas; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact: negligence of other persons, including other guests; and NEGLIGENCE ON THE PART OF COLT/SPL, INCLUDING THE FAILURE BY COLT/SPL TO SAFEGUARD

COLT – ADULT WAIVER

OR PROTECT ME FROM THE RISKS AND HAZARDS OF THE ACTIVITIES. Communication with emergency services may be difficult and in the event of an accident or illness rescue, medical treatment and evacuation may not be available or may be delayed. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for the Activities and that many are unmarked.

I AM AWARE OF THE RISKS AND HAZARDS ASSOCIATED WITH THE ABOVE ACTIVITIES AND I ACCEPT AND ASSUME ALL SUCH RISKS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY RESULTING LOSS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of COLT/SPL agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **COLT/SPL** and **TO RELEASE COLT/SPL** 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 wilderness 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 THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF COLT/SPL. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF COLT/SPL TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;**

2. TO HOLD HARMLESS AND INDEMNIFY COLT/SPL for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities;

3. That this Release Agreement shall be effective and binding upon my heirs and next of kin in the event of my death or incapacity;

4. 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 the province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement 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.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by COLT/SPL with respect to the safety of the 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, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST COLT/SPL.

Dated this _____ day of _____, 20_____

Signature of Witness	
Please Print Name	

Signature of Participant	
Please Print Name	