

**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!

Initials

To: The Skyline Hikers of the Canadian Rockies ("SHCR"), and its respective directors, officers, employees, instructors, guides, camp medic, chief leader, camp manager, hike leaders, musician, volunteers, agents, representatives, suppliers, members, subcontractors, independent contractors, representatives, guests approved by SHCR, and any other person or organization participating or connected with the activities as defined below, successors and assigns, and Her Majesty The Queen in Right of Canada, the Province of Alberta and the Province of British Columbia (hereinafter collectively referred to as the **RELEASEES**).

DEFINITIONS: In this Release Agreement, the term "**Wilderness Activities**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but not limited to: hiking on and off trail, front and backcountry camping, camp set-up and tear down, the use of equipment or infrastructure, demonstrations, orientation, loading and unloading, provision of clothing, food and beverage, water supply, rescue, medical and first aid; and all travel by or movement around motor vehicles including third party buses, helicopters, fixed wing aircraft and water craft; and all other activities, events and services in any way connected with or related to Wilderness Activities.

ASSUMPTION OF RISKS:

1. I understand that SHCR is a volunteer driven organization and that all aspects of operating the Wilderness Activities involve considerable input by SHCR volunteers including camp set-up, camp management, medical treatment, first aid and hike leadership. The Camp Medic volunteer is a licensed physician, nurse or paramedic. Other volunteers including, but not limited to, camp set-up and tear down crew, camp manager, chief leader and hike Leaders are not professional guides, wilderness camp outfitters or professional first aid attendants and may not have any formal outdoor leadership or first aid training.
2. **I understand that Wilderness Activities involve many dangers, risks and hazards and I fully and in all legal and other respects assume and accept all those dangers, risks and hazards.** Avalanches, rock fall and other natural events occur frequently in the terrain used for Wilderness Activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge that the releasees may fail to predict whether the terrain is safe for Wilderness Activities or whether an avalanche, rock fall or other natural or human caused events or equipment failure will occur. The dangers, risks and hazards of Wilderness Activities include but are not limited to:
 - a. **Front and Backcountry camping:** injury or death caused by creeks, rocks, boulders, forest deadfall, trees, tree stumps, tree wells, tree fall, uneven terrain, holes or depressions, bridges, fences, electrified fence, man-made structures including rustic "Trapper Style" tents, dining and wash tents that may collapse, impact or collision with other persons or objects, slips and falls; water supply and food that may become contaminated; equipment failure or misuse relating to propane tanks, water heater tanks, wood fire stoves, cooking and refrigeration appliances, as well as scolding water, wood fires;
 - b. **Hiking in mountains and steep terrain:** injury or death caused by hiking, either on or off trail, in terrain that may be unfamiliar, where hikers may get lost, off route or be separated from the rest of the party or may not have received instructions or directions from any of the Releasees, or where a hiker is not sufficiently fit, has medical conditions, needs medications, or has psychological/mental conditions; hiking in terrain that may be steep where a hiker may fall, or involve crossing creeks, rocks, boulders, forest deadfall, trees, tree stumps, tree wells, tree fall, uneven terrain, holes or depressions, or bridges; falling rock, ice, other persons or other objects colliding with hikers; scree, talus, boulder, snow or ice conditions that make stable footing difficult;
 - c. **Unpredictable weather:** injury or death caused by changing weather conditions, high winds, lightening, freezing temperatures and other weather conditions which can be extreme in mountainous areas and can change rapidly without warning;
 - d. **Wild animals, insects, and outfitter horses:** injury or death cause by kicking, biting, mauling or other contact with animals that are unpredictable;
 - e. **Illness:** injury or death caused by altitude, untreated water, food poisoning, allergies, infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact or due to the difficulty of maintaining hygiene;
 - f. **Proximity of Medical Care:** injury or death caused by unreliable communications and the lack of proximity to medical care which may not be readily available or effective; and

- g. **Negligence:** injury or death caused by the conduct including negligence of other participants and **ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, RISKS AND HAZARDS OF WILDERNESS ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND 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.

Initials

RELEASE OF LIABILITY. WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my participation in the Wilderness Activities, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged) I thereby agree to the following:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against 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 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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE 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.

Initials

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to any third party including death resulting from my participation in the Wilderness Activities.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.
4. I confirm that I am physically and mentally capable and fit to participate in the Wilderness Activities and I have no medical conditions or needs other than those listed on my Registration Form.
5. I confirm that I have attained the age of majority being 18 years of age in the Province of Alberta.
6. I confirm that I have read and will comply with SHCR's Hikers' Responsibilities Policy.
7. I confirm that I have had adequate time to read and understand this Agreement and to obtain independent legal advice if I wished to do so.
8. This Agreement and any rights, duties, obligations between the parties to this Agreement as well as any complaint, demand, claim, proceeding or cause of action whatsoever arising from or in connection with this Agreement or the Wilderness Activities shall be governed by the Laws of the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
9. If any provision or this Release Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Release Agreement shall not be affected thereby and each provision shall be separately valid and enforceable.
10. That in entering this Release Agreement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of Wilderness Activities other than what is set forth in this Release Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS 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.

Signature

Witness Signature

Printed Name

Witness Printed Name

Date