



**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 OUTDOOR ACTIVITIES**

SIGNATURE OF PARTICIPANT/MEMBER

To: _____ (the "Club"), Federation of Mountain Clubs of BC, and their respective directors, officers, employees, members, volunteers, agents, independent contractors and subcontractors, representatives, successors, assigns and all persons acting under their authority (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITION

In this Release Agreement the term "Outdoor Activities" shall include but is not limited to: mountaineering (including glacier travel; rock, snow, ice and mixed; roped and un-roped), climbing (including indoor, rock, ice, alpine, bouldering, sport and mountain); backpacking, hiking, trail running, trekking; backcountry skiing, touring, telemark skiing, snowboarding and snowshoeing; alpine skiing, Nordic or cross-country skiing; cycling, mountain biking, use of electric bicycles (e-bikes); water sports (swimming, kayaking, canoeing, sailing or boating); horseback riding; trail building, clearing and maintenance; building, maintaining and operating backcountry huts; and, all activities, services and use of facilities either provided by or arranged by the Releasees including orientation, instructional sessions or classes, skill development programs and all transportation, travel by or movement around helicopters, other aircraft or other vehicles or watercraft; and, all other activities and services in any way connected with or related to Outdoor Activities.

ASSUMPTION OF RISKS – TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that participation in Outdoor Activities involves many risks, dangers and hazards. The terrain used for Outdoor Activities is uncontrolled, unmarked, ungraded, not inspected, and involves many risks, dangers and hazards. Avalanches, rock, snow or ice falls and mudslides occur frequently in the terrain used for Outdoor Activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain or current weather conditions are safe for use or travel, and whether avalanche hazards or other dangers or risks may occur. The risks, dangers and hazards may include but are not limited to: rockfall, icefall, mudslides, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; extreme variations in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, tree wells, trees and other objects; falling trees; forest fires; concealed or exposed crevasses, ice bridges or bergschrunds; cornices and cornice falls; cliffs; variable and difficult snow or ice conditions, including unstable snow packs or ice; exposed or concealed holes or depressions on or below the surface or ground cover; still and moving water; lakes, streams, creeks and rivers, including crossings; cold water immersion; entrapment by trees, logs, rocks or equipment; drowning; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and lightning; dangerous and unpredictable water conditions, including waves, currents, rapids, white water and waterfalls; hypothermia; snow immersion; frostbite; effects of high altitude, including pulmonary edema and cerebral edema; loss of balance or control and slips, trips or falls, particularly on steep, slippery or difficult terrain and impacts or collisions with other persons, animals, equipment or objects; 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; loss or damage to personal property; failure to act safely or within one's ability; encounters with domestic or wild animals; becoming lost, going off route or becoming separated from one's party; behavioural problems with the horse, including the horse being spooked, frightened or startled; riding a horse that is too aggressive or temperamental for one's riding ability; being thrown from, kicked, bitten or struck by the horse; negligent first aid; dangerous driving conditions and travel over poor roads; contracting Lyme disease or infectious diseases through viruses, including Covid-19, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons, including club members, guests and participants or members of the public; and, **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OUTDOOR ACTIVITIES.**

Communication in wilderness areas 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. Mountain weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OUTDOOR ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.



DISCLOSURE OF RESPONSIBILITIES

All activities and programs offered by the Releasees which involve Outdoor Activities are entirely self-guided. The directors, officers, employees, members, volunteers, organizers, agents, representatives, coordinators and all persons acting under the authority of the Releasees are neither professional guides nor trained first aid attendants. All are volunteers and may have no formal training in the skills and knowledge required for the Outdoor Activities. The Releasees are not in any way responsible for travel to or from locations, including transport by public or private motor vehicles. Releasees are not in any way responsible or liable for driver negligence, conduct or safety, or for insurance of vehicles, even if the vehicle belongs to or is driven by the Releasees. **Participants are responsible for their own medical insurance, accident and disability insurance.**

I have read and I understand the Disclosure of Responsibilities. I agree that I am responsible for my own medical insurance, accident and disability insurance. I further agree that I am responsible for non-scheduled or emergency evacuation not the Releasees.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to join the Club, to use Club cabins, and/or to participate in activities, programs or meetings organized or authorized by or on behalf of the Releasees including, but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I hereby agree as follows:**

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Releasees and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, illness or injury including death that I may suffer, or that my next of kin may suffer, resulting from or in connection with my membership in the Club, my use of Club cabins or my participation in Outdoor Activities or any activities, programs or meetings organized or authorized by or on behalf of the Releasees, including, but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor 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, OR ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION, ON THE PART OF THE RELEASEES. I UNDERSTAND 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 OUTDOOR ACTIVITIES.**

2. 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 Outdoor Activities or any aspect of my membership in the Club, my use of Club cabins or my participation in any activities, programs, or meetings organized or authorized by or on behalf of the Releasees, including but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor 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 British Columbia and no other jurisdictions; and
5. Any litigation involving the parties of this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

Unless the executive of the Club directs otherwise, this Release Agreement shall apply to all future membership renewals, use of Club cabins, participation in Outdoor Activities or participation in activities, programs or meetings organized or authorized by or on behalf of the Releasees including but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of participating in Outdoor Activities, Club cabins and any activities, programs, or meetings organized or authorized by or on behalf of the Releasees, 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 THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN OUTDOOR ACTIVITIES.

Date: _____
YYYY/MM/DD Name of Participant/Member: Surname, Given Name(s) Signature of Participant/Member

Instructions to Clubs: For online waivers to be enforceable (1) online waivers must be electronically signed by the applicant using a text string method of signing (i.e., typing of full name); and, (2) the applicant must confirm the waiver signing action. For guidance, please see "What are the best practices for using online waivers?" in the FMCBC Handbook