

CANADIAN FEDERATION OF UNIVERSITY WOMEN (CFUW VICTORIA)

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

To: Canadian Federation of University Women Victoria (CFUW Victoria) (the “Club”), the respective directors, officers, members, volunteers, representatives, successors, assigns, and all persons acting under their authority (all of whom are hereinafter collectively referred to as “the Releasees”)

DEFINITION

In this agreement the term “**Outdoor Activities**” shall include but is not limited to: backpacking, walking, hiking, trail running, trekking; backcountry skiing, Nordic or cross-country skiing, alpine skiing, touring, snowshoeing; cycling, mountain biking; water sports such as swimming, kayaking, canoeing, sailing, surfing, stand-up paddle boarding or boating; horseback riding; climbing such as rock, ice, alpine, sport and mountain climbing; mountaineering such as glacier travel, rock, snow, ice, and mixed mountaineering; and, all activities, services and use of facilities arranged by the Releasees including orientation, instructional and skill development programs and all travel by or movement around vehicles.

ASSUMPTION OF RISKS

I am aware that participation in Outdoor Activities involves many risks, dangers and hazards. The terrain used for Outdoor Activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. I am aware that the Releasees may fail to predict whether the terrain is safe, and whether other dangers or risks may occur. Risks, dangers and hazards may include but are not limited to: rockfall, icefall, avalanches of snow, ice and rock triggered by natural forces, persons travelling through the terrain or other causes; extreme variation in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, treewells, trees and other objects; falling trees; forest fires; concealed or exposed crevasses, icebridges or bergschrunds; cornices and cornice falls; cliffs; variable and difficult snow and 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; still and moving water; lakes, stream, 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, whitewater and waterfalls; hypothermia; hyperthermia; frostbite; loss of balance or control or 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; loss or damage to personal property; failure to act safely or within one’s ability or within a designated area; impact or collision with vehicles, other persons or objects; 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; ground surface including sidewalks, paved roads, unpaved roads and bare ground with exposed or concealed lifting, cracks, dips and pot holes; stair hazards including angle, incline, condition, access and unknown surface condition; remote location with unreliable, delayed or no communication and inability to get rescue or medical assistance quickly or easily; dangerous driving conditions and travel over poor roads; negligence of other persons; and, **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ACTIVITIES.**

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

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In consideration of the Releasees allowing me to join the Club, to participate in activities, programs or meetings organized or authorized by or on behalf of the Releasees including, but not limited to Club trips, expeditions, 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, 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 participation in any activities, programs or meetings organized or authorized by or on behalf of the Releasees, including, but not limited to Club trips, expeditions 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 UNDER THE OCCUPIERS' LIABILITY ACT, R.S.B.C 1996, C. 337, OR ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION, ON THE PART OF THE RELEASEES, AND FURTHER 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.**

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 any aspect of my membership in the Club or participation in activities, programs or meetings organized or authorized by or on behalf of the Releasees, including, but not limited to Club trips, expeditions or programs involving Outdoor Activities.

3. I confirm that I am 18 years old or older, that I have read over this agreement before signing, that I understand it, and that it will be effective and binding not only against me but upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

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

5. Any litigation involving the parties of 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 British Columbia.

6. This Agreement shall be binding regardless of whether I am now or in the future a member of the Club, and regardless of whether any membership I may hold now or in the future with the Club is renewed, terminated, or allowed to lapse for any reason whatsoever.

7. In entering into this Agreement, I am not relying upon oral or written representations or statements made by the Releasees with respect to the safety of Outdoor Activities, Club activities, programs or meetings organized or authorized by or on behalf of the Releasees, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Date	Date
Participant's Signature	Witness's Signature
Participant's Name	Witness's Name