

PARTICIPANT WAIVER FORM

**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 OR
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF CLIENT/STUDENT

Name	Last	First	Initial
Address	Street		
	City	Prov./State	Country
Email			
Date of Birth	Year	Month	Day
			Age
Telephone	Home	Business	Mobile
Trip Date	Year	Month	Day

TO: CROSS RIVER CORPORATION INC. and/or KOOTENAY WILDERNESS TOURS LTD. carrying on business as CROSS RIVER WILDERNESS CENTRE and/or CROSS RIVER CABINS; ASSOCIATION OF CANADIAN MOUNTAIN GUIDES; HER MAJESTY THE QUEEN OF CANADA; and their shareholders, directors, officers, employees, guides, agents, instructors, independent contractors, subcontractors, volunteers, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees**")**

WILDERNESS ACTIVITIES

In this Release Agreement, the term "**wilderness activities**" shall include but is not limited to: hiking both on trail and off trail routes, nature study, snow sports, touring, mountaineering, rock or ice climbing, expeditions, trekking, backpacking, glacier travel, mountain biking, horseback riding, swimming, rafting, boating, fishing, water sports, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, rescue and first aid services, and all travel by or movement around vehicles, helicopters, other aircraft, horses and pack animals, all terrain vehicles, watercraft or other vehicles and camping and overnight stays in the outdoors.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain/hiking guide; instructor; and/or facilitator would use under similar circumstances, or breach of any other duty of care imposed by law.

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 OR LOSS RESULTING THEREFROM.

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID, and EXPENSES

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

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ASSUMPTION OF RISKS – UNSTABLE SLOPES, AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER
I am aware that participation in wilderness activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and may be caused by natural forces or by persons traveling through the terrain. I am aware that the Releasees may fail to predict whether the terrain is safe or whether an avalanche may occur. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with dangerous or poisonous flora and fauna; impact or collision with other persons; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the wilderness and alpine terrain 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. Alpine weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Release Agreement, 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 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 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 OCCUPIER'S 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 OF WILDERNESS ACTIVITIES REFERRED TO ABOVE;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, property damage or personal injury to any third party resulting from my participation in wilderness 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 the province where the wilderness activities take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the wilderness activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 wilderness activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

CLIENT/STUDENT SIGNATURE	WITNESS SIGNATURE
DATE	PLEASE PRINT NAME
PARENT/GUARDIAN SIGNATURE (IF PARTICIPANT IS UNDER 19)	

PARTICIPANT MEDICAL INFORMATION FORM

GENERAL PARTICIPANT DETAILS

Name	Last	First	Initial
Date of Birth	Year	Month	Day
Email			

MEDICAL DETAILS

Allergies			
Medications			
Medical Conditions (i.e.: chronic pain, surgeries, illnesses, diseases, trauma risks, contact lenses, etc.)			
Family Physician	Full Name & Business Address	Telephone	
Medical Insurance Number (Including carrier name and telephone)			
Any other health or medical information you want us to know about (Including dietary requests, etc.)			

EMERGENCY CONTACT DETAILS

Name	Full Name	Relationship	
Telephone	Home	Business	Mobile