

# ASSOCIATION OF CANADIAN MOUNTAIN GUIDES

## PARTICIPANT AGREEMENT

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS**

**PLEASE READ CAREFULLY**

In consideration of the Guide (as defined below) accepting my application for and permitting me to participate in a Guided Mountaineering Trip (as defined below) on lands owned by or under the control of the Provinces as defined below or elsewhere, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue, and other terms of this agreement (collectively this "Agreement") are entered into by me with and for the benefit of:

(Insert name of Guide and Guiding Company) (collectively, the "Guide")

**AND Her Majesty the Queen in Right of the Provinces of British Columbia and Alberta (the "Provinces")**

**AND British Columbia Assets and Land Corporation (BCALC)**

**AND The Association of Canadian Mountain Guides (the "ACMG")**

**AND the Personnel, BCALC's Personnel and the Province's Personnel (all as defined below)**

**Definition** - In this Agreement the term "Guided Mountaineering" and "Guided Mountaineering Trip" shall include all activities in any way related to mountaineering, rock climbing, sport climbing, ice climbing, skiing (including ski-touring, ski mountaineering, snowboarding, and similar activities), glacier travel, trekking, hiking, all schooling and instruction sessions, loading and unloading of vehicles and camping or overnight stays in the outdoors.

**I WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against and **RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE** the Guide and his/her/its shareholders, directors, officers, employees, agents, assistant guides, instructors, independent contractors, subcontractors, and representatives (collectively, the "Personnel"), the ACMG, BCALC, BCALC's servants, employees, and agents (collectively "BCALC's Personnel") either or both the Provinces and each of the Provinces' respective servants, employees, and agents (collectively the "Provinces' Personnel" and, together with the Guide, the ACMG, BCALC, BCALC's Personnel, and the Personnel, collectively called the "**Releasees**") for any loss, property damage, expenses, or personal injury (including death) that I may suffer, or that my next of kin may suffer as a result of my participation in a Guided Mountaineering Trip **DUE TO ANY CAUSE WHATSOEVER ON THE PART OF THE GUIDE, THE PERSONNEL OR THE ACMG, INCLUDING:**

- (a) **negligence** (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care in the mountain guiding industry in Canada for the safety of participants on a Guided Mountaineering Trip);
- (b) **breach of any other duty imposed by law**, including any duty imposed by occupiers liability or other legislation;
- (c) **breach of any contract**; and
- (d) **mistakes or errors in judgment** of any kind on the part of the Releasees.

**I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, property damage and personal injury (including death) to any third party resulting from my participation in a Guided Mountaineering Trip.

**I AM AWARE THAT GUIDED MOUNTAINEERING AND PARTICIPATION IN A GUIDED MOUNTAINEERING TRIP HAVE CERTAIN DANGERS AND INHERENT AND OTHER RISKS, SOME OF WHICH INCLUDE:**

**AVALANCHES, ROCK FALL, ICE FALL OR CORNICE FALL** - which frequently occur in terrain used for Guided Mountaineering and may be caused by natural forces including slope incline, snowpack, ice, rock or glacier instability, or by changing weather conditions, or by other climbers or skiers or by a helicopter or the failure for any reason of the Releasees to predict whether the terrain is safe for Guided Mountaineering or where or when an avalanche, ice fall, rock fall or cornice fall may or may not occur;

**MOUNTAINOUS AND STEEP TERRAIN** - where a fall, whether roped or unroped, may cause injury or death. In addition, the areas used for Guided Mountaineering have steep or vertical slopes, overhangs and cornices which in their natural state have inherently dangerous obstacles and hazards. Some of these obstacles and hazards include glacier crevasses, rocks and boulders, tree wells, tree stumps, forest deadfall, still and moving water, holes and depressions, and varying and difficult snow and climbing conditions. These mountainous areas have dangerous man-made obstacles and hazards which may include roads, steep trails, fences, bridges and other structures. The areas used for Guided Mountaineering may have not been travelled previously and are not regularly patrolled or examined. I acknowledge I may become lost or separated from the Personnel or my companions because of weather, forested areas and wild and rugged terrain;

**WEATHER** - weather conditions can be extreme and can change rapidly without warning;

**AEROPLANE OR HELICOPTER OR OTHER MEANS OF MECHANIZED TRAVEL** - additional risks are posed by mechanized travel in mountainous areas due to mechanical failure, operational error and changeable weather conditions;

**WILD AND/OR POISONOUS PLANTS, ANIMALS, AND INSECTS** - which are unpredictable in nature and may affect or attack mountain travellers;

**CONDUCT OF RELEASEES** - the conduct, including NEGLIGENCE, of the Releasees;

**ILLNESS** - which may be caused, among other things, by altitude, untreated water, plants and animals, or the difficulty of maintaining hygiene on Guided Mountaineering Trips;

**PROXIMITY OF MEDICAL CARE** - which may not be readily available or effective in a Guided Mountaineering Trip;

**CHOICE AND USE OF EQUIPMENT** - mountaineering equipment may become faulty or fail or become inappropriate and may not be replaceable or repairable in the course of a Guided Mountaineering Trip; and

**USE OF NON-RELEASABLE BINDINGS** - "telemark" skiers and snowboarders and other participants who choose to use bindings that do not or may not automatically release in the case of a fall or other emergencies are at greater risk of injury or death in an accident or avalanche.

**I accept all the dangers and risks of Guided Mountaineering** including without limitation the risks described above and the possibility of personal injury including death, property damage, loss or expenses resulting therefrom. I acknowledge that the enjoyment and excitement of Guided Mountaineering is derived in part from climbing or skiing on steep slopes in mountainous terrain and that the inherent risks of Guided Mountaineering contribute to such enjoyment and excitement.

**I agree** that, although the Releasees may take precautions to reduce the risks and increase the safety of a Guided Mountaineering Trip, it is not possible for the Releasees to make Guided Mountaineering completely safe or free from risk. I willingly accept all the risks and dangers of Guided Mountaineering and I willingly agree to the terms of this Agreement even if the Releasees are found in law to be negligent or in breach of a duty of care or any other obligation to me in the conduct of any Guided Mountaineering Trip.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of Guided Mountaineering other than what is set forth in this Agreement.

I agree that this waiver and the agreements it contains will be governed in all respects by and interpreted exclusively in accordance with the laws of the Province of British Columbia and I irrevocably attorn solely to the jurisdiction of the courts of the Province of British Columbia.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I confirm that I am of the full age of nineteen years and that I have read and understood this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my mental incapacity or death.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name and Address of Witness

\_\_\_\_\_  
Print Name and Address of Applicant