

# KOOTENAY MOUNTAINEERING CLUB

## DISCLOSURE OF RISK, AGREEMENT TO INDEMNIFY, RELEASE & WAIVER FORM

### DISCLOSURE AND ASSUMPTION OF RISK

Mountaineering is a potentially dangerous activity with hazards including, but not limited to, rock and ice fall, danger from avalanches, hidden or exposed rocks, stumps, tree wells, hidden or visible crevasses, ice bridges, bergschrunds, cornices and cornice falls, cliffs, variations in snow or ice conditions, exposed or concealed holes or depressions in the snow pack, still and moving water, sudden changes in weather, hypothermia or frost bite, encounters with wildlife, collisions with others, becoming lost in remote locations with no reliable method of communications and inability to get rescue or medical assistance quickly, airplane and helicopter travel, falls on steep terrain, failure of climbing or safety equipment, as well as all other hazards associated with hiking, wilderness travel, climbing, skiing, rock climbing and other pursuits of the Kootenay Mountaineering Club.

I assume these risks even though they may involve negligence, gross negligence or willful misconduct of the Kootenay Mountaineering Club, its directors, officers, agents, members, organizers, coordinators, assistants, representatives, instructors and all persons acting directly or indirectly under its authority or in collaboration with the Kootenay Mountaineering Club (collectively the "KMC"), including the failure on the part of the KMC to take reasonable, or any, steps to safeguard or protect me from the risks, dangers and hazards of club activities.

### DISCLOSURE OF RESPONSIBILITIES

The organizer for a club activity is not a professional mountaineer, guide, instructor, or trained first aid attendant. The function of the organizer is only to organize the activity, ensure that it gets under way, know the access to the area, and have some knowledge of the planned activity.

It is expected that each person on a club trip has the necessary skills, experience, fitness, and equipment to participate in a club trip. Each person is responsible for his or her own safety, having suitable first aid supplies and for confirming that his or her equipment is in good working order.

### RELEASE AND WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY

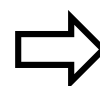
IN CONSIDERATION of my being permitted to participate in the activities arranged by the Kootenay Mountaineering Club and for other good and valuable consideration the sufficiency of which I hereby acknowledge, I, for myself, my heirs, executors, and anyone else who may claim on my behalf or through me HEREBY WAIVE ANY AND ALL CLAIMS, LIABILITY AND DAMAGES I may now or in the future have against the KMC, arising from any personal injury, death, property damage or loss sustained by me arising from or in connection with my participation in the activities of the Kootenay Mountaineering Club however caused. I FURTHER HEREBY RELEASE AND FOREVER DISCHARGE the KMC from and against all demands, claims, actions, damages, costs, and expenses arising from or with respect to death, injury, damages or loss to my person or property of any kind whatsoever, no matter how caused, in connection with my participation in Kootenay Mountaineering Club activities though the same may have been contributed to or been caused by the NEGLIGENCE or GROSS NEGLIGENCE or WILLFUL MISCONDUCT of the KMC. I FURTHER AGREE to hold harmless and indemnify the KMC from any and all liability for any damage or injury to the property or persons of any third party resulting from my involvement in or presence during any of the activities of the Kootenay Mountaineering Club.

I ACKNOWLEDGE that the Kootenay Mountaineering Club, in obtaining this waiver from me is doing so for the KMC, including its directors, officers, agents, members, activity and trip organizers, coordinators, assistants, representatives, instructors and all persons acting directly or indirectly under its authority or in collaboration with the Kootenay Mountaineering Club.

In the event that I act in any capacity for the Kootenay Mountaineering Club, I appoint the Kootenay Mountaineering Club as my agent for the purpose of obtaining an indemnity and release of liability from other members of the Kootenay Mountaineering Club or persons participating in its activities.

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 jurisdictions; and 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 of British Columbia.

All adult applicants must initial here



Initials:

\_\_\_\_\_

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

I have read and understand the Agreement 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 KMC.

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I CONFIRM THAT I AM THE FULL AGE OF NINETEEN YEARS AND THAT I HAVE READ THIS INDEMNITY AND RELEASE OF LIABILITY AND ACCEPT ITS TERMS, AND IN WITNESS WHEREOF, I have hereunder set my hand,

\_\_\_\_\_  
Signature of PARTICIPANT                      Signature of WITNESS (anyone 19 or over)                      Date

\_\_\_\_\_  
Print name of PARTICIPANT                      Print name of WITNESS

\_\_\_\_\_  
Signature of PARTICIPANT                      Signature of WITNESS (anyone 19 or over)                      Date

\_\_\_\_\_  
Print name of PARTICIPANT                      Print name of WITNESS

**!!!! BE AWARE THAT SIGNING THIS FORM MEANS THAT YOU ACKNOWLEDGE AND ACCEPT ALL THE HAZARDS OF CLUB ACTIVITIES AND THAT YOU ARE GIVING UP ALL RIGHT TO SUE THE KMC WHICH INCLUDES ANY OF ITS MEMBERS !!!!**

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**Note for Minors:**

For any person under the age of 19 years this document must be signed by a parent or legal guardian on behalf of that person.

Name of the minor on whose behalf this document is signed: \_\_\_\_\_ Birthdate of minor (dd/mm/yyyy) \_\_\_\_\_  
Signature of parent or legal guardian: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_  
Name of parent or legal guardian: \_\_\_\_\_ Name of Witness: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Name of the minor on whose behalf this document is signed: \_\_\_\_\_ Birthdate of minor (dd/mm/yyyy): \_\_\_\_\_  
Signature of parent or legal guardian: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_  
Name of parent or legal guardian: \_\_\_\_\_ Name of Witness: \_\_\_\_\_  
Relationship: \_\_\_\_\_