

Adventure Programs Department

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
 ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND
 JURISDICTION AGREEMENT**
 BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
 LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
 PLEASE READ CAREFULLY!

Initial

Please Print

Name:
Address:

TO: THOMPSON RIVERS UNIVERSITY
(hereinafter referred to as "TRU")

AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
(hereinafter referred to as "THE PROVINCE")

DEFINITIONS:

In this agreement:

- a) the term "SKIING" shall apply to "helicopter skiing," "snowcat skiing," "backcountry skiing," "snowmobile assisted skiing," "alpine skiing," "telemark skiing," "snowboarding" "cross country skiing," and "ski touring,"
- b) the term "BOATING" shall apply to "flatwater canoeing," "whitewater canoeing," "flatwater kayaking," "whitewater kayaking," "sea kayaking," "whitewater rafting," "ocean surfing," "river surfing," and "sailing,"
- c) the term "CLIMBING" shall refer to "alpine climbing," "rock climbing," "ice climbing," "caving," "mixed climbing," and "mountaineering,"
- d) the term "HIKING" shall refer to "day hiking," "backpacking," and "snowshoeing."
- e) the term "RESCUE" shall refer to "rope rescue," "rock rescue," "cave rescue," "mountain rescue," "helicopter rescue," "swiftwater rescue," "surf rescue," and "avalanche rescue,"
- f) the term "WILDERNESS TRAVEL" shall refer to all forms of land, air, and water based travel and shall include all activities, services and use of facilities either provided by or arranged by TRU or in any way related to skiing, boating, climbing, hiking, rescue, and wilderness travel activities including, but not limited to: orientation and instruction sessions, transportation, accommodation, and recreational activities in addition to skiing, boating, climbing, hiking, rescue, and wilderness travel;
- g) the term "TRANSPORTATION" shall refer to all forms of transportation off road and on public roads, private roads, and logging roads, including TRU owned vehicles, leased vehicles, ferries, airplanes, student owned vehicles, sailing vessels, motorized vessels, snowmobile, snowcat and helicopter either provided by or arranged by TRU or in any way related to skiing, boating, climbing, hiking, rescue, and wilderness travel activities including, but not limited to: loading, unloading and travel in or movement around vehicles, motorized vessels, snowmobiles, snowcats and helicopters.
- h) the term "INJURY" shall refer to all forms of physical, mental, and emotional injury in any way related to skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation activities including, but not limited to: death, breaks, strains, lacerations, dislocations, amputations, frostbite, hypothermia, trauma, anxiety, phobias, and fears.

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ASSUMPTION OF RISKS – AVALANCHES, DROWNING, ALPINE TERRAIN, RIVER TERRAIN, OCEAN TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.

I am aware that skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation involves risks, dangers and hazards in addition to those normally associated with travel in land, air, and water based wilderness environments. Avalanches occur frequently in the alpine terrain used for skiing and climbing and may be caused by but not limited to natural forces or by climbers or skiers. Drowning, hypothermia, and impact by other boats and boaters occurs frequently in the aquatic terrain used for boating activities and may be caused by but not limited to natural forces or boaters. Rock fall, ice fall, climber falls, and skier falls occur frequently in the alpine terrain used for climbing and skiing and may be caused by but not limited to natural forces or by climbers or skiers. Bear or other wildlife attacks, rough or irregular terrain, and hiker falls are frequent hazards in the wilderness terrain used for hiking and may be caused by natural forces or hikers. Vehicle rollovers, overloaded roof racks, pulling trailers, inexperienced drivers, and hazardous driving conditions may occur in the type of transportation used for skiing, boating, climbing, hiking, rescue, and wilderness travel and may be caused by but not limited to natural forces or people.

I acknowledge and accept that TRU and their staff may fail to predict whether the terrain used is safe for skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation or whether an accident may occur. The terrain, both land and water, used for skiing, boating, climbing, hiking, rescue, and wilderness travel is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: attacks by bears and other animals, ice and snow cornices, trees, falling trees, tree wells, tree stumps, creeks, rocks, boulders, forest deadfall, holes and depressions on or below the snow surface, steep slopes, cliffs, ice fall and rock fall, variable and difficult snow conditions, crevasses, snowcat roads and road banks, fences and other man-made structures, impact or collision with other skiers, boaters or climbers; whitewater, re-circulating holes, rocks, ledges, undercuts, sweepers, dams, waterfalls, open-water crossings, surf, waves, wind, rip tides, overflows, undercurrents, surf impact, whirlpools, hail, lightning, inclement weather, failure to predict weather, vehicle rollovers, overloaded roof racks, pulling trailers, unsafe driving, unsafe road conditions; the failure to ski, boat, or climb safely within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other skiers, boaters, climbers, hikers, or rescuers; and **NEGLIGENCE ON THE PART OF OTHER STUDENTS, TRU OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF TRU OR THEIR GUIDES, EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS SKIING, BOATING, CLIMBING, HIKING, RESCUE, WILDERNESS TRAVEL, AND TRANSPORTATION.** Communication in both land and water terrain used is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by any means hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKIING, BOATING, CLIMBING, HIKING, RESCUE, WILDERNESS TRAVEL, AND TRANSPORTATION 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.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT (continued)

NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS – INCREASED RISK

Unlike alpine ski boot and binding systems, snowboard and some telemark boot and binding systems are not designed or intended to release and will not release under normal circumstances. The use of such systems or the use of a safety strap or retention device by snowboarders or telemark skiers will increase the risk of not surviving an avalanche.

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NOTICE TO PARTICIPANTS OF PROFESSIONAL GUIDE TRAINING COURSES – INCREASED RISK

TRU provides training intended to develop professional skiing, boating, climbing, hiking, rescue, and wilderness travel guides. To train professional guides it is necessary for students to participate in activities that have higher levels of risk than what may be considered reasonable by entry-level, intermediate, novice, commercial guiding, or recreational standards. This may include, but is not limited to activities such as: lead climbing where the climber places his or her own protective equipment, climbing without helmets, travel and decision making in avalanche terrain, boating across open water crossings, boating in extreme whitewater or surf, climbing and rescue in a multi-pitch environment, students driving program vehicles, hiking in unusually rough and remote terrain, stress from examination and grading processes, students making route and hazard assessment decisions on behalf of other students, unsupervised activities; and continuing with an activity when it may not be considered reasonable by entry-level, intermediate, novice, commercial guiding, or recreational standards (for example, when fatigued, in inclement weather, or in high hazard conditions).

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **TRU** and **THE PROVINCE** allowing me to participate in skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation, 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 **TRU** and **THE PROVINCE** and their directors, officers, employees, instructors, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as 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 skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation activity, **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 OCCUPIER'S LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING, BOATING, CLIMBING, HIKING, RESCUE, WILDERNESS TRAVEL, AND TRANSPORTATION REFERRED TO ABOVE.**

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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 skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation;
4. That this 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;
5. 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, and
6. Any litigation involving the parties to 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.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of skiing, boating, climbing, hiking, rescue, wilderness travel, and transportation other than what is set forth in this Agreement.

Initial

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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 RELEASEES.

Signed this _____ day of _____, 20_____.

Signature of applicant
Print name clearly

Signature of witness
Print name clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED WHERE INDICATED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING WITH TRU.