**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

I AGREE THIS RELEASE AGREEMENT SHALL APPLY TO ALL MY PARTICIPATION IN THE ACTIVITIES FOR A PERIOD OF 2 CALENDAR YEARS FROM THE DATE I SIGN THIS AGREEMENT, INCLUDING ALL ACTIVITIES BOOKED, SCHEDULED AND RESCHEDULED BOTH BEFORE AND AFTER THE DATE OF SIGNING.
PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

Name	Last		First		Initial
Address	Street	City	Prov/State	Country	Code
Date of Birth	Year	Month		Day	Age
Phone & Email.	Home	Mobile	Office	Email	

TO: Bradley Phillip Schalles o/a Serratus Guides

_____ **(The guide(s) and guiding company contracted for the activities) and ASSOCIATION OF CANADIAN MOUNTAIN GUIDES,** and each of their respective directors, officers, employees, instructors, examiners, guides, supervising guides, apprentice guides, volunteers, agents, independent contractors, contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

ACTIVITIES

In this Release Agreement, the term **"activities"** shall include but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding, snowshoeing, hiking, touring, mountaineering, rock climbing, biking, swimming, ice climbing, expeditions, trekking, glacier travel, indoor gym climbing, via ferrata climbing, use of equipment either rented or loaned, and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food, beverage and water supply; and all travel by or movement around ski lifts, helicopters, other aircraft, snowcats, snowmobiles, watercraft, or other vehicles, and camping or overnight stays in the outdoors, and all other activities and services in any way connected with or related to the activities.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor 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 THE 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 TELEMARK 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.

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

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

INITIALS OF PARTICIPANT

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER

I am aware that participation in the activities involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for the activities and may be caused by natural forces or by persons travelling 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 the 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; bodies of water; strong currents; cold water; variable or unknown water depths; changing weather conditions; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; lightning; forest fires; slippery and difficult ground and travel conditions; extreme variation in terrain and trails; effects of high altitude including pulmonary edema and cerebral edema; hypothermia and hyperthermia; snow immersion; drowning; equipment failure including equipment associated with or related to climbing, rappelling and belaying; encounters with wildlife; encounters with dangerous or poisonous flora and fauna; allergic reactions; food and water contamination; impact or collision with equipment, terrain, objects or structures; collisions with other persons; negligent first aid or rescue services; transportation accidents; becoming lost or separated from one's party or guide; loss of balance; slips, trips and falls; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.**

Communication in the 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the activities 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 the 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.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;
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 the 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. For accidents that occur in Canada, 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 activities take place and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within the province where the activities take place and shall be within the exclusive jurisdiction of the Courts of that province; and
5. For accidents that occur outside of Canada, the parties agree that 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 British Columbia, Canada and no other jurisdiction and that any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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

I CONFIRM THAT I HAVE READ AND AGREE TO THIS RELEASE AGREEMENT. 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. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Witness Signature	Signature of Participant
Print Name of Witness	Date
Print Name of Parent/Guardian if participant is under age of majority	Signature of Parent / Guardian if participant is under age of majority

MEDICAL INFORMATION FORM

Name	Last		First	Initial
Date of Birth	Year	Month	Day	Age

EMERGENCY CONTACT

NAME			Relationship
TELEPHONE	HOME	Office	Mobile

MEDICAL INFORMATION

ALLERGIES		
MEDICATIONS		
MEDICAL CONDITIONS		
FAMILY DOCTOR		**Phone**
MEDICAL INSURANCE NUMBER AND CARRIER		
IS THERE ANY OTHER HEALTH OR MEDICAL INFORMATION YOU WANT US TO KNOW ABOUT		