

WILDERNESS ACTIVITIES: AVALANCHE GAMES

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

**(hereinafter, the “Release Agreement”)**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE  
OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT  
TO SUE OR CLAIM COMPENSATION FOLLOWING AN  
ACCIDENT**

***PLEASE READ CAREFULLY!***

**INITIAL**

<b>Name</b>	Last		First
<b>Address</b>	Street	City	Province/State
	Country	Postal Code	Email

**TO: SKADI FOUNDATION and SHENA LEIGH THOMAS** operating as **AVALANCHE GAMES, HIS MAJESTY THE KING in the RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** and their respective directors, officers, employees, licensees, agents, independent contractors, subcontractors, volunteers, sponsors, representatives, successors, assigns, guests, and all participants in the programming offered by the aforementioned parties (all of whom are hereinafter collectively referred to as, the “**Releasees**”).

**DEFINITIONS**

In this Release Agreement, the term “**Wilderness Activities**” shall include but is not limited to: travel by snowmobile, movement around snowmobiles, competitive snowmobiling, competitions and games, avalanche safety and rescue scenarios, motorized and non-motorized backcountry travel by any means whatsoever including travel within avalanche terrain, courses, seminars, demonstrations, workshops, field activities, services and use of facilities in any way related to the foregoing, and all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored, promoted or authorized by the Releasees and shall include but is not limited to: travel on highways, backcountry roads, snow roads, other forms of athletic or motorized wilderness activity; demonstrations, advice and instruction; rental or use of equipment; parking, leaving vehicles unattended, loading, unloading and travel by or movement around vehicles; and other activities events and services in any way related to Wilderness Activities regardless of their location.

**ACKNOWLEDGMENT – BACKCOUNTRY SAFETY**

I acknowledge that I have been advised to wear on my person an avalanche transceiver in good working order that meets industry standards, to carry a shovel and probe while participating in Wilderness Activities, and to seek professional advice on how to properly use such equipment. I am aware that the physical exertion required of Wilderness Activities and the forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Wilderness Activities.

**ASSUMPTION OF RISKS – AVALANCHES, MOUNTAIN 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 travelling through the terrain, whether that terrain is in the alpine, treeline, or below treeline. 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; lakes; thin ice; creeks; rocks; rockfall; boulders; holes and depressions below the snow surface; variable and difficult snow conditions; hypothermia; snow immersion; slips, trips and falls; fractures, broken bones, head injuries or death; abuse; malpractice; negligent first aid; effects of high altitude; infectious disease contracted through viruses, bacteria, parasites or fungi which may be transmitted through direct or indirect contact; equipment failure; encounters with domestic and wild animals; impact or collision with natural objects, other persons, equipment, machines and vehicles including snowmobiles; becoming lost or separated from one’s party; negligence of other persons; and **NEGLIGENCE 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 WILDERNESS ACTIVITIES.**

Communication in wilderness areas 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. Mountain weather conditions may be extreme and can change rapidly and without warning.

**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.**

**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.

**FURTHERMORE**, I agree to obey all the rules that apply to me, one such rule being that I will not be intoxicated or consume drugs or alcohol while participating in Wilderness Activities. I take full responsibility for my behaviour.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **THE RELEASEES** allowing me to participate in Wilderness Activities, I hereby agree as follows:

<p><b>1. TO WAIVE ANY AND ALL CLAIMS</b> that I have or may in the future have against <b>THE RELEASEES</b> and <b>TO RELEASE THE RELEASEES</b> 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, <b>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 OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;</b></p>	<p><b>Initial</b></p>
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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 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 of British Columbia and no other jurisdiction;
- 5. Any litigation involving the parties to this Release 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; and
- 6. The Releasees may use any photograph or video taken during the Wilderness Activities without requiring any further consent or permission from me.

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 Wilderness Activities, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT 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. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES.**

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of Witness
Print Name of Witness

Signature of Participant
Print Name of Participant
Signature of Parent or Guardian if Participant is under Age 19