

# CALGARY OUTDOOR CLUB

## NON-MEMBER

### RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT: BY COMPLETING AND SIGNING THIS CONTRACT YOU ACKNOWLEDGE THAT YOU AGREE TO AND UNDERSTAND THE TERMS AND CONDITIONS HEREIN. YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CALGARY OUTDOOR CLUB, ITS OFFICERS, VOLUNTEERS, REPRESENTATIVES AND MEMBERS. PLEASE READ THIS CONTRACT CAREFULLY.

#### **ASSUMPTION OF RISKS:**

I, THE UNDERSIGNED, desire to participate in the activity name at the end of this contract, which activity is sponsored by the Calgary Outdoor Club ("COC"). I understand that in order for the COC to accept my application to participate in such activity, I must agree to be bound by this Release, Waiver, Assumption of Risk and Indemnity Agreement.

I am aware that members of the COC, acting as trip coordinators of activities, are not professional leaders, guides, or licensed first aid attendants. I am aware that the volunteer trip coordinators may not have completed an outdoor leadership course or have first aid (including wilderness) training or experience in either and are not responsible for my safety or that of any children and/or pets I bring while participating in such activity.

I am aware that other participants with me in the activity are not responsible for my safety or that of any children and/or pets I bring.

#### **INFORMED CONSENT, RISK ACKNOWLEDGMENT RELEASE OF LIABILITY AND INDEMNITY AGREEMENT:**

1. In consideration of being allowed to participate in the below named activity of the COC, I, the undersigned, do hereby waive, release and forever discharge the COC and its officers, volunteer coordinators, members, guests and representatives (collectively the "COC Released Parties") from any and all liability for injuries or damages resulting from my participation in or use of equipment in any COC activities.
2. I understand that COC outings may be physically and emotionally demanding and may include activities in rugged terrain in all extremes of weather, far from any professional or medical services. I understand that rescues may take more than 24 hours and all medical and rescue costs are my responsibility. I understand that I may be exposed to real risks of injury, or even death, from such hazards or events including but not limited to falls, rock fall, icefalls, avalanches, lightning, river crossings, hypothermia, frostbite or cold injuries, bites and stings, dog bites, wild animal attack, and accidents while participating in COC activities. I understand that equipment may fail and that such failure may cause or contribute to my injury or death. I acknowledge that the leaders cannot foresee all of the risks and hazards associated with participating in COC activities. I understand that the risks listed above are not exclusive of all possible risks inherent to COC activities, and agree that the above list in no way limits the extent or reach of this waiver/release.
3. I understand and am aware that physical activities and the use of equipment are potentially hazardous. I also understand that fitness and recreation activities involve a risk of injury, heart attack, and even death, and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I hereby agree to assume and accept any and all risks of injury or death, and I forever release the COC Released Parties from any responsibility.

4. I agree to assume all risks of personal injury including paralysis and death, that may occur while I am en-route to and from the activity location and while engaged in COC activities and events, whether or not under the direct supervision of COC officers, volunteer coordinators, members, and representatives. I acknowledge that COC does not provide transportation to and from the activity location and that I must make my own private arrangements for my transportation. If I participate in car pooling with other participants in the particular event, then I do so entirely at my own risk and without any right to claim against the COC Released Parties for any loss, damages, or personal injury whatsoever I may suffer. I agree to assume all of the risks and responsibilities associated with my transportation to and from the activity location.
5. I acknowledge that the COC is entirely a volunteer organization and does not carry liability, accident or health insurance of any kind. I understand that it is highly recommended by the COC that I carry extended health insurance such as Extended Blue Cross in case of an injury.
6. I understand that I can reduce risks by paying careful attention to the environment, to my physical and emotional state, the condition of all safety-related clothing and equipment, and by participating only in those activities that are well within my mental and physical capabilities. I acknowledge that I have been encouraged to develop a questioning attitude and to ask activity leaders to explain any decision with which I am uncomfortable. I agree that I will not engage in any activity unless I have considered it carefully, believe it to be safe, and accept responsibility for all related risks. I acknowledge that my safety is my personal responsibility and depends upon my alertness and my use of good judgment. I agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in such events.
7. I do hereby further declare myself to be physically fit and suffering from no condition, impairment, disease, or other illness that would prevent or impair my participation in the event or use of equipment. I do acknowledge that I have been informed of the need for a physician's approval for my participation in activities or the use of equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of equipment so that I might have his/her recommendations concerning my fitness to participate in activities and to use the required equipment. I hereby represent and warrant that I have had a physical examination and been given my physician's approval to participate, or that I have decided to participate in the activity without the approval of my physician and do hereby assume all responsibility for my participation and activities.
8. I fully understand that I may assist my fellow participants to the best of my own ability if they appear to need such assistance, but only for so long as I can do so, in my judgment, without unreasonably endangering myself. I further understand that I have no legal obligation to assist, and that neither my fellow participants nor any other member or guest of the COC, including any of the COC Released Parties, has any legal obligation to render assistance to me. I hereby release, waive and discharge any of the COC Released Parties who administers first aid, with or without first aid training, from liability for any loss, damages or personal injury whatsoever which I may suffer as a result of such efforts on my behalf.
9. I agree to hold harmless and indemnify the COC Released Parties from any and all liability for any property damage or personal injury to any third party, resulting from my activities and my participation in the activities offered by or associated with the COC.

I understand and agree that the COC Released Parties shall assume no responsibility or liability for me for accident, illness, or loss of or damage to personal property resulting from my participating in COC activities and events.

I agree that this Release shall be effective and binding upon me, the undersigned, and my heirs, next of kin, executors, administrators, personal representatives and assigns.

**By my signature below I hereby represent and warrant that I:**

- Have read and understood the above statements, covenants and terms;
- Understand the risks associated with participation in COC events, activities and outings;
- Assume full responsibility for the consequences of choosing to participate in COC events, activities and outings;
- Hereby knowingly and intentionally release and remise and indemnify and hold harmless the COC, its officers, volunteer coordinators, members and representatives from any and all claims, demands, actions (including third party claims), and damages of any kind and nature whatsoever (including injury to person and/or property) which arise out of or in connection with my participating in any and all COC sponsored activities, events, trips and outings, regardless of whether such claims are based upon negligence or other grounds.
- Am of the full age of 18 years.

\_\_\_\_\_  
**Event Name**

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Participant (Please print)**

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

\_\_\_\_\_  
**Name of Witness (Please print)**