

CALGARY OUTDOOR CLUB

CHILD'S 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 that my child, the below named participant (the "Participant"), participate in the activity or event named at the end of this contract (the "Event"), which Event is sponsored by the Calgary Outdoor Club ("COC"). I understand that in order for the COC to accept my application for my child to participate in the Event, 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 the safety of the Participant while participating in the Event.

I am aware that other participants with me in the Event are not responsible for the safety of the Participant.

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

1. In consideration of the Participant 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 the Participant's participation in or use of equipment in the Event.
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 the Participant 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 the Event. 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 the Event. 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 permitting the Participant to participate in the Event and using equipment with knowledge of the dangers involved. I hereby agree to assume and accept any and all risks of injury or death to the Participant, 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 the Participant is en-route to and from the Event 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 Event location and that I must make my own private arrangements for the Participant's transportation. If the Participant participates in car pooling with other participants in the Event, then the Participant does so entirely at my own risk and without any right for me or the Participant to claim against the COC Released Parties for any loss, damages, or personal injury whatsoever the Participant may suffer. I agree to assume all of the risks and responsibilities associated with the transportation of the Participant to and from the Event 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 for the Participant in case of an injury.
6. I understand that I can reduce risks to the Participant by paying careful attention to the environment, to my and the Participant's 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 and the Participant's 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 and the Participant 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 and the safety of the Participant is my personal responsibility and depend upon my alertness and my use of good judgment. I agree and warrant that if at any time I believe conditions to be unsafe, the Participant and I will immediately discontinue further participation in the Event.
7. I do hereby further declare myself and the Participant to be physically fit and suffering from no condition, impairment, disease, or other illness that would prevent or impair our 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 the Participant's participation in the Event or the use of equipment. I also acknowledge that it has been recommended that the Participant has a yearly or more frequent physical examination and consultation with a physician as to physical activity, exercise, and use of equipment so that I might have his/her recommendations concerning the Participant's fitness to participate in activities such as the Event and to use the required equipment. I hereby represent and warrant that the Participant has had a physical examination and been given a physician's approval to participate, or that I have decided to permit the Participant to participate in the Event without the approval of a physician and do hereby assume all responsibility for the Participant's participation in the Event.
8. I fully understand that I am solely responsible to assist the Participants to if he or she appears to need such assistance. I further understand that none of the 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 or the Participant. 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 the Participant may suffer as a result of such efforts on his or her 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 the Participant's activities and his or her participation in the Event.

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

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 and the Participant and his or her heirs, next of kin, executors, administrators, personal representatives and assigns.

NOTICE TO PARENTS: By signing this document you represent, warrant and acknowledge that you are the parent/guardian of the Participant; you understand the risks associated with the Event and you are aware that by allowing the Participant to participate in the Event you are exposing him or her to those risks. Further, by signing this document you are giving up your legal right to recover compensation for any loss you suffer as a result of any injury to the Participant; you are giving up your legal right to recover compensation for the injury of the Participant and you are agreeing not to bring an action on behalf of the Participant in the event he or she suffers an injury. For any Participant under 18 years of age, you are giving up any right the Participant may have to recover compensation for any injury he or she suffers as a result of the negligence of the COC Released Parties, or any of them.

Event Name

Date of this Agreement

Name of Participant (Please print)

Participant's Date of Birth Age

Signature of Parent

Name of Parent (Please print)

Signature of Witness

Name of Witness (Please print)

Signature of Parent

Name of Parent (Please print)

Signature of Witness

Name of Witness (Please print)