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

PLEASE READ CAREFULLY!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WILDERNESS ACTIVITIES

INITIAL

Name	Last	First			
Address	Street		City	Prov/State	
	Country	Postal/Zip Code	Email (optional)	Date of Birth: Day / Month / Year	Age

TO: RAINCOAST EDUCATION SOCIETY ("RES"), HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, instructors, agents, independent contractors, subcontractors, representatives, successors, assigns, other volunteers and all activity participants (all of whom are hereinafter collectively referred to as the **"Releasees"**).

DEFINITIONS

In this Release Agreement, the term **"wilderness activities"** shall include all activities, transportation, programs and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: wilderness or rural activities, trail walking, off trail walking, hiking, shoreline or mudflat walking; use of equipment; demonstrations; orientation and instructional courses; loading, unloading and travel by or movement in or around road vehicles, buses, marine vessels, canoes, boats; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS – RURAL AND BACKCOUNTRY TERRAIN, FORESTS, FORESHORE AND SHORELINE TERRAIN, OCEAN OR LAKE TRAVEL, WILDERNESS TRAVEL, WEATHER ETC. I am aware that wilderness activities involve risks, dangers and hazards. I acknowledge and accept that the Releasees may fail to predict whether the terrain is safe for wilderness activities or whether an accident may occur. Weather conditions can change rapidly and without warning, making travel by foot or vehicle hazardous. There is a risk from wildfires and earthquakes on land, and from tsunami and ocean waves along the shoreline or intertidal zone. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: rugged terrain; steep slopes; mud; slippery unstable rocks or logs; depressions or crevices, cliffs; debris falling from trees; creeks or ponds; fences and other man-made structures; loss of balance or control; slips, trips and falls; impact or collision with other persons, or objects; encounters with domestic or wild animals; becoming lost or separated from one's party or instructor; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; allergic reaction; equipment failure; negligent first aid; negligence of other persons, including other participants; 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 WILDERNESS ACTIVITIES.** Communication in the remote terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

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.

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:

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 wilderness 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 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ACTIVITIES;

Signature of Participant

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 British Columbia and no other jurisdiction; and
5. 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 wilderness activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ 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 Month_____ , Year 20_____

	Signature of Participant
Signature of Witness	Please Print Participant Name
Please Print Name of Witness	Signature of Parent or Guardian if Participant is Under Age 19