

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

IN CONSIDERATION of my being permitted to participate in the course

(insert name of course or program)

(referred to as “the activity”) offered or organized by Canada West Mountain School Inc., I hereby for myself, my heirs, executors, administrators and assigns, release and forever discharge Canada West Mountain School Inc, carrying on business as Canada West Mountain School, it’s members, directors, officers, employees, agents, servants, leaders, contractors, volunteers and managers, (all of which are referred to as “CWMS”) from and against all claims, actions, costs, expenses and demands by reason of any damage, loss, death or injury to my person or property, howsoever caused, arising out of or in connection with my participation in the activity notwithstanding that the same may have been contributed to or occasioned by the negligence of CWMS.

I AGREE to save harmless and indemnify CWMS from and against all claims, actions, costs, expenses and demands in respect of any death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with the activity notwithstanding that the same may have been contributed to or occasioned by the negligence of CWMS.

I RECOGNIZE AND ACKNOWLEDGE that the activity has inherent risks, hazards and dangers including, but not limited to, the following:

1. Sudden changes in, and extremes of, weather conditions;
 2. Equipment failure;
 3. Falls of rock, ice and snow avalanches;
 4. Falls on steep or difficult terrain, including falls on rock, snow and ice;
 5. Terrain which is dangerous or difficult to negotiate, including dense bush, rough and slippery ground, and river crossings;
 6. Becoming lost in remote or inaccessible areas;
 7. Accidents involving motor vehicles on and off roads, mechanical lifts, snowmobiles, helicopters and airplanes;
 8. Encounters with aggressive or unpredictable animals;
 9. All other risks, hazards and dangers associated with the activities and generally with mountain travel;
- all of which risks, hazards and dangers may cause discomfort, damage, injury, loss or death to my person or property.

I ALSO RECOGNIZE AND ACKNOWLEDGE that the following events and conditions can cause or contribute to the inherent risks, hazards and dangers of the activity:

1. Inappropriate or inadequate equipment or clothing;
2. Poor or inadequate physical fitness or health;
3. Failure to obey the directions of the instructors or leaders;
4. Failure to exercise good judgment or pay due care and attention.

I AGREE to assume all such risks, hazards and dangers, and further agree to bear all costs of rescue and medical treatment rendered to me, or for my benefit, arising from the activity.

I RECOGNIZE AND ACKNOWLEDGE that in addition to contracting for the above provisions on their own behalf, CWMS is also contracting as agent for, and to the benefit of, their officers, managers, servants, agents, leaders, employees, members, directors, contractors, volunteers and all persons acting under the authority of CWMS.

I HAVE READ THIS INDEMNITY AND RELEASE OF LIABILITY AND ACCEPT ITS TERMS, AND IN WITNESS WHEREOF, I have hereunder set my hand, this _____ day of _____, 20_____.

Signature of PARTICIPANT

Please print name

Signature of PARENT/GUARDIAN of
Participant (if participant is under 19 years of age)

Please print name

Signature of WITNESS

Please print name and phone #