

Release and Indemnity Agreement

To: ARC'TERYX Climbing Academy , ARC'TERYX Equipment, Climbers Access Society of BC, Squamish Access Society, Canada West Mountain School(hereinafter referred to as "The Organizers") and to: Her Majesty the Queen in Right of the Province of British Columbia (hereinafter referred to as "The Province")

I want to participate in the event known as the ARC'TERYX Climbing Academy organized by ARC'TERYX Equipment, Climbers Access Society of BC, Squamish Access Society, and Canada West Mountain School held in Squamish, British Columbia. I recognize that the event involves certain risks, including, but not limited to the hazards of traveling to the location of the activity, accidents or illness, unavailability of medical care, forces of nature, weather, terrain, equipment failure, and actions of other participants and persons including negligence. I accept the risks, including the risk of injury or death while participating in this activity. Included as part of this document is a more detailed description of some of the possible risks involved.

DEFINITIONS

in this agreement

a) the term "**Climbing**" shall include "bouldering", "top roping", "sport climbing", "gear climbing", and aid climbing".

b) the term "**Climbing**" shall include all activities, services, and use of facilities either provided by or arranged by the Organizers of the ARC'TERYX Climbing Academy, or in any way related to climbing, but not limited to: orientation and instructional sessions; transportation; accommodation and recreational activities in addition to climbing; travel in or movement around the activity area and other related activities in the Festival area.

ASSUMPTION OF RISKS FOR THE ARC'TERYX Climbing Academy – Climbing and similar activities are inherently dangerous. I am aware that Climbing involves risks, dangers and hazards. The most

obvious risk is falling. You may fall only a few feet or all the way to the ground or floor. As you fall you may hit obstacles or other people in your path. If the rope catches your fall the jolt from the rope may cause injury. Falling to the ground from any height can cause serious injury, even death.

In addition to the hazards of falling, you may be struck by falling objects. Holds, tools, climbing equipment, rock, ice, and even people may fall and hit you. If you are ice climbing it is very likely that you will be hit by falling ice during the activity.

The extreme usage conditions of any of these activities can cause the equipment to fail. Ropes can be abraded or cut by rubbing against the rock or other surfaces. Climbing holds may move or break. as you climb you may pull out protection or it may become un-clipped, allowing you to fall farther or hit the ground.

Improper use of the equipment can cause injury. Mistakes made by you or others may result in a buckle coming undone, a karabiner unclipping itself, letting go of the critical end of the rope, etc. Any of these errors or similar mistakes can result in severe injury or death. Even properly used equipment is no guarantee of safety.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while climbing. Most of these injuries are uncommon and you are not likely to encounter them. However, they have occurred and you need to be aware of them, along with the possibility that some type of injury not mentioned above may occur. By participating in this activity you agree to assume all of the risks involved, whether or not those risks are specifically listed here.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE ORGANIZERS OF The ARC'TERYX Climbing Academy, ARC'TERYX EQUIPMENT,**

Climbers Access Society of BC, Squamish Access Society, and THE PROVINCE allowing me to participate in climbing and The ARC'TERYX Climbing Academy, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against THE ORGANIZERS, THE PROVINCE and their respective directors, officers, employees, guides, volunteers, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as 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 skiing, **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 AND INCLUDING THE FAILURE ON THE PART OF RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CLIMBING REFERRED TO ABOVE;

2. I agree not to make any claim or demand, or commence any action or proceeding for damages, compensation, loss or any relief against the Releases, in respect of any of the matters waived or Released herein or against any other person who might claim contribution or indemnity from the Releases. I further agree that this Release shall operate conclusively as an estoppel in the event of Any such claim, action or proceeding and may be pleaded accordingly. I further agree to indemnify and save harmless the Releases from any claims, actions or proceedings instituted by me or by another person on my behalf.

3. I certify that I am over the age of 19, or, if I am not over the age of 19, that I have my parents consent to participate and my parent/guardian has also read and signed this release.

4. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party resulting from my participation in climbing and the ARC'TERYX Climbing Academy;

5. I understand and agree that any equipment that I provide or may borrow or rent from ARC'TERYX, or any other sponsors/providers, I will be using at my own risk. I agree that I am solely responsible for my own welfare at all times while participating in climbing and the ARC'TERYX Climbing Academy.

6. This 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;

7. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

8. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and no other jurisdiction.

9. **PHOTO/VIDEO RELEASE** –I hereby give permission to the organizer(s) of the Squamish Mountain Festival to allow for images of myself, captured during the ARC'TERX Climbing Academy through video, photo and digital camera, to be used solely for the purposes of the promotion of Squamish Mountain Festival by the ARC'TERYX Climbing Academy organizers and its sponsors, and waive any rights of compensation or ownership thereto.

In entering into this Agreement I am not relying on any oral or written representations or statements

made by the Releases with respect to the safety of climbing or participation in the Squamish Mountain Festival, other than what is set forth in this Agreement.
I CONFIRM THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT. I HAVE BEEN GIVEN AN OPPURTUNITY TO HAVE MY QUESTIONS ANSWERED CONCERNING THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.
Participant (print name) Signature Date

Participant address
Phone number
Parent or Guardian

If I am signing on behalf of a minor, I agree that I have read and agree to all the above conditions. I also agree to RELEASE, HOLD, HARMLESS and INDEMNIFY the ORGANIZERS, its employees, agents, and contractors, for any claims that I might have as a parent or guardian of the minor. I agree to be responsible for any medical expenses incurred by a minor.
Parent/Guardian(print name) Signature Date

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US
PRIOR TO CLIMBING WITH US.