

Soul Rides Avalanche Skills Training

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

(Hereinafter, the "Release Agreement")

MOUNTAIN TRAVEL AND AVALANCHE SKILLS TRAINING ARE ACTIVITIES CONDUCTED IN MOUNTAINOUS BACKCOUNTRY TERRAIN AND SUCH ACTIVITIES INVOLVE HAZARDS, RISKS AND DANGERS THAT ARE IN ADDITION TO THOSE NORMALLY ASSOCIATED WITH BEING IN THE MOUNTAINS.

AVALANCHES HAVE CAUSED A NUMBER OF FATALITIES.

INITIALS

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

Name	Last	First	
Address	Street	City	Province/State
	Country	Postal Code	Email

TO: SOUL RIDES, and their respective directors, officers, employees, instructors, guides, licensees, agents, independent contractors, subcontractors, volunteers, representatives, successors, assigns, other clients AND guests, and all participants in the programming offered by SOUL RIDES both on and off the premises owned or used by SOUL RIDES, property owners and individuals who provide or make available facilities, premises, or services for SOUL RIDES and all sponsors, (all of whom are hereinafter collectively referred to as the "**Releasees**").

DEFINITIONS

In this Release Agreement:

- a) the term "**Mountain Travel**" shall include, but is not limited to: skiing, snowboarding, snowshoeing, hiking and climbing, and all travel by snowmobile, snowcat, motor vehicle, aircraft, helicopter and other methods of travel;
- b) the term "**Avalanche Skills Training**" shall include all courses, seminars, workshops, field activities, services and use of facilities in any way related to the avalanche course I am participating in including, but not limited to: classroom sessions, field trips, and all mountain travel either within or beyond the ski area boundaries or in the backcountry; and all transportation by air on public or private roads or highways in connection with the SOUL RIDES programming.

ASSUMPTION OF RISKS –MOUNTAINOUS ENVIRONMENT, AVALANCHES, TRAVEL, WEATHER ETC.

I am aware that Mountain Travel and Avalanche Skills Training take place in mountainous / backcountry terrain and involves risks, dangers and hazards. Injuries, both acute and long-term, occur frequently in mountain environments and may be caused by natural forces or by other persons participating in, leading or conducting Avalanche Skills Training.

I acknowledge and accept that the Releasees may fail to predict if Mountain Travel and Avalanche Skills Trainings are safe for my participation or whether an injury will occur. I am aware that avalanches frequently occur in mountain terrain used for Avalanche Skills Training and Soul Rides cannot eliminate that risk.

Mountain Travel and Avalanche Skills Training involves many risks, dangers, and hazards. These may include, but are not limited to: avalanches, dangerous obstacles, hidden dangers, ice and snow cornices, trees, tree wells and tree stumps; creeks, rocks and boulders, forest deadfall, holes on or below snow surface, cliffs, difficult conditions, crevasses, travel on highways, backcountry roads, snowcat roads; loss of balance or control; slips, trips and falls; collisions with others, vehicles or objects; becoming lost or separated from one's group; fractures, broken bones, concussions or death; abuse; malpractice; negligent first aid; negligence of other persons, including other participants in the Avalanche Skills Training or Mountain Travel; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE**



Soul Rides Avalanche Skills Training

RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN TRAVEL AND AVALANCHE SKILLS TRAINING.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN TRAVEL AND AVALANCHE SKILLS TRAINING 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.

I AM AWARE THAT INSTRUCTORS ARE AVAILABLE TO ANSWER ANY QUESTIONS I MAY HAVE ABOUT PROPER USE OF EQUIPMENT. I AM AWARE THAT PHYSICAL EXERTION IS REQUIRED AND THE FORCES EXERTED CAN ACTIVATE OR AGGRAVATE PRE-EXISTING INJURIES OR CONDITIONS.

FURTHERMORE, I agree to obey the rules that apply to me, and I take full responsibility for my behaviour.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me to participate in AVALANCHE SKILLS TRAINING 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 of that my next of kin may suffer as a result of my participation in MOUNTAIN TRAVEL AND AVALANCHE SKILLS TRAINING, 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 THE RISKS, DANGERS AND HAZARDS OF AVALANCHE SKILLS TRAINING AND MOUNTAIN TRAVEL REFERRED TO ABOVE.
- 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 Mountain Travel and Avalanche Skills Training.
- 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 the Province of British Columbia and no other jurisdiction; and
- 5.** Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province 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 Mountain Travel and Avalanche Skills Training, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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.

Dated this _____ day of _____ 20_____

Signature of Witness	Signature of Participant
Print Name of Witness	Print Name of Participant
	Signature of Parent or Guardian if Participant is underage 19

