

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT 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 the Activities*

Initial
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<b>Name</b>	Last		First		Initial
	<b>Address</b>				
	Street				
	City	Prov/State	Country	Code	
<b>Email Address</b>				<b>Telephone No.</b>	

**TO: SKEENAWILD CONSERVATION TRUST.** and its directors, officers, employees, guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, affiliates, successors and assigns (collectively referred to as "**SkeenaWild**")

**DEFINITION**

In this Release Agreement, the term "the Activities" shall include activities, events or services provided, arranged, organized, conducted, sponsored or authorized by SkeenaWild and shall include, but is not limited to: whitewater, flat water and ocean canoeing and kayaking; stand up paddle boarding; high and low ropes courses; zip lines; rock climbing; tree climbing; hiking; backpacking; mountaineering; backcountry camping, including use of camp stoves and campfires; cycling; sightseeing; nature study; snow shoeing; caving; yoga; swimming; sailing; motor boating; rental and use of equipment including bicycles, canoes, kayaks, stand-up paddleboards, motor boats, sailboats, personal flotation devices and other equipment; workshops, instructional courses, seminars and sessions; transportation; food & beverage; water supply; accommodation and other such activities, events and services in any way connected with or related to those activities.

**ACKNOWLEDGEMENT - SAFETY**

I acknowledge that I have been advised to wear appropriate and approved safety equipment while participating in the Activities. These include an approved climbing harness and helmet for climbing and high-element activities; a personal flotation device (PFD) for all water activities; an approved cycling helmet while cycling; and a paddling helmet for whitewater and surf kayaking. I am aware that SkeenaWild employees, guides or instructors are available to answer any questions I may have about the proper use of the equipment.

**ASSUMPTION OF RISKS**

I am aware that the terrain used for the Activities is uncontrolled, unmarked, and not inspected and participation in the Activities involves many risks, dangers and hazards including, but not limited to: variable weather conditions, including storms, high wind, lightning; accidents which occur during transportation or travel to and from activity locations; travel over extreme, mountainous or alpine terrain where fallen timber, branches, rocks, roots, logs, loose gravel or other obstacles or hazards, steep slopes or unstable ground may cause slips and falls; travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, ponds and lakes; difficulty or inability to control one's speed and direction; variation in steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; rock slides and rockfall; equipment failure; all water hazards including rocks, sweepers, strainers and currents; cold water immersion; hypothermia; drowning; miscellaneous health problems related to over-exposure to the sun, effects of high altitude, insect bites, fatigue, stress, dehydration, exertion and lack of fitness; food poisoning; encounters with domestic animals including dogs, and wildlife, including bears and cougars; failure to act safely or within one's own ability or stay within designated areas; becoming lost or separated from the guide or party; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; failure to act negligent first aid; negligence of other persons; and **NEGLIGENCE ON THE PART OF SKEENAWILD.**

**I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY SkeenaWild TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.**

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***PLEASE READ CAREFULLY!***

***This Release Agreement Shall Apply to All Future Participation in Activities***

Initial

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICPATING IN THE 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.**

Communication with emergency services may be difficult and in the event of an accident or illness rescue, medical treatment and evacuation may not be available or may be delayed.

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

In consideration of the SkeenaWild allowing me to participate in the Activities and permitting my use of their services, equipment and other facilities, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against SkeenaWild and **TO RELEASE SkeenaWild** 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 the 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. 336.ON THE PART OF SkeenaWild.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF SkeenaWild TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES;

- 2. TO HOLD HARMLESS AND INDEMNIFY SKEENAWILD from any and all liability for any property damage or personal injury to any third party resulting from my participation in the 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 SkeenaWild with respect to the safety of participating the Activities, other than what is set forth in this Release Agreement.

**I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN THE ACTIVITIES**

**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 SkeenaWild.**

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Participant

\_\_\_\_\_ Signature of Witness

**NOTICE TO PARENTS AND GUARDIANS,  
ACKNOWLEDGEMENT OF RISKS AND CONSENT FORM**

**PLEASE READ CAREFULLY!**

**PLEASE REVIEW AND COMPLETE THIS FORM PRIOR TO YOUR CHILD'S PARTICIPATION IN THE ACTIVITIES PROVIDED, ORGANIZED, ARRANGED, SPONSORED OR AUTHORIZED BY SKEENAWILD CONSAVATION TRUST (SKEENAWILD)**

<b>Name of Parent / Guardian</b>	First	Last	
<b>Contact Information</b>	Tel	Email	
<b>Name of Participant</b>	First	Last	Date of Birth (dd/mm/yyyy)

The "Activities" offered by SkeenaWild will include but are not limited to: lake, river and ocean canoeing and kayaking; stand up paddle boarding; high and low ropes courses; zip lines; rock climbing; tree climbing; hiking; backpacking; backcountry camping, including the use of camp stoves and campfires; orienteering; mountain biking; cycling; nature study; snow shoeing; caving; swimming; sailing; instructional courses; transportation; food & beverage; water supply; rescue & first aid services; and accommodation.

**BENEFITS & RISKS**

The activities offered by SkeenaWild are designed to pose appropriate challenges for participants. The enjoyment and educational benefit derived from these activities are, in part, a result of risks inherent in these activities. The benefits of participation include developing self-confidence, leadership, teamwork and interpersonal skills, exposure to outdoor recreation activities, and nature education. While SkeenaWild strives to manage risk, it is neither possible nor desirable to eliminate all risk.

**ACKNOWLEDGEMENT OF RISK**

The Activities may take place in terrain that is uncontrolled, unmarked, and not inspected and participation in the Activities involves many risks, dangers and hazards including, but not limited to: variable weather conditions, including storms, high wind, lightning; accidents which occur during transportation or travel to and from activity locations; travel over extreme, mountainous or alpine terrain where fallen timber, branches, rocks, roots, logs, loose gravel or other obstacles or hazards, steep slopes or unstable ground may cause slips and falls; travel on, through or beside snowfields, glaciers, crevasses, streams, creeks, rivers, ponds and lakes; difficulty or inability to control one's speed and direction; variation in steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; rock slides and rockfall; equipment failure; all water hazards including rocks, sweepers, strainers and currents; cold water immersion; hypothermia; drowning; miscellaneous health problems related to over-exposure to the sun, effects of high altitude, insect bites, fatigue, stress, dehydration, exertion and lack of fitness; food poisoning; encounters with domestic animals including dogs, and wildlife, including bears and cougars; failure to act safely or within one's own ability or stay within designated areas; becoming lost or separated from the instructor or party; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact.

**RULES OF PARTICIPATION**

Initial of Parent: \_\_\_\_\_

- Participation in the Activities is voluntary. All participants are required to follow all rules of the activities and the instructions and directions of SkeenaWild staff. Failure to do so may result in removal from the program.
- Additional information regarding the Activities can be reviewed at [skeenawild.org](http://skeenawild.org)
- This Agreement will be governed and interpreted in accordance with the laws of the Province of British Columbia.

**I HAVE READ THE ACKNOWLEDGEMENT OF RISKS NOTICE AND UNDERSTAND THE RISKS DANGERS AND HAZARDS ASSOCIATED PARTICIPATING IN THE ACTIVITIES. I HAVE EXPLAINED THESE RISKS, DANGERS AND HAZARDS TO MY CHILD (PARTICIPANT) AND I CONSENT TO MY CHILD'S PARTICIPATION IN THE ACTIVITIES.**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Print Name of Parent/Guardian Clearly