



Initials:

ACTIVITY NAME: _____ **ACTIVITY DATE(S):** _____

Full Name of Participant	First Name:		Last Name:	
Address	Street:			
	City / Town:		Province / State:	
	Postal / Zip Code:		Country:	
Date of Birth	MM / DD / YYYY	Height:	Weight:	Gender: M / F (circle)
Contact Info.	Cell Phone No.:		E-mail:	
Emergency Contact	Name:		Cell Phone No.:	
	Relationship to Participant:			

MEDICAL INFORMATION		
Allergies (includes any nuts allergies, insect bites, penicillin, etc.)		
Medications		
Medical Conditions (includes asthma, epilepsy, diabetes, heart conditions, migraine headaches, etc.)		
Family Doctor	Name:	Phone Number:
	Health Card #:	
Medical Insurance	Provider:	Phone Number:
Other Health or Medical Information		

TO: **FLEXPEDITIONS Inc., Her Majesty the Queen in the right of the Province of British Columbia** and their directors, officers, employees, instructors, guides, volunteers, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (collectively referred to as the "Releasees").

DEFINITIONS:

In this Release Agreement, the term "wilderness activities" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: mountaineering, rock climbing, belaying, top-roping, bouldering, whitewater kayaking, canoeing, whitewater canoeing, camping, hiking, horse riding, and other forms of backcountry travel; rental or use other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around motor vehicles; and other activities, events and services in any way connected with or related to wilderness activities.

ASSUMPTION OF RISKS:

I, participant / guardian name, am aware that "wilderness activities" are dangerous and involve many risks and hazards and I fully and in all legal and other respects assume and accept all those dangers, risks and hazards. These may include, but are not limited to:

- When rock climbing falling from the wall or other equipment, falls to the ground, impacts with other people, impacts with the wall, the ground or other structures and equipment, such as climbing holds, ledges and edges, rope abrasion, entanglement, and other injuries resulting from climbing; equipment failure, such as the failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structure, variable, difficult or slippery conditions; dropped equipment; slipping, tripping and falling on uneven and variable floor surface; the negligence of other persons; and negligence on the part of the Releasees, including the failure of the Releasees to safeguard or protect me from the risks, dangers, and hazards of "wilderness activities".
- When canoeing or kayaking on flatwater or whitewater: slips and falls whilst getting into or out of the boats; overturning of the boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats or equipment; hypothermia; changing or inclement weather conditions including storms, high winds, high waves, and lightning; encounters with domestic or wild animals; negligence on the part of other participants; and negligence of other persons; and negligence on the part of the Releasees, including the failure of the Releasees to safeguard or protect me from the risks, dangers, and hazards of "wilderness activities".

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 PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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ASSUMPTION OF RISKS (CONTINUED):

I, _____ participant/guardian name _____ declare the following:

- The Releasees have explained, illustrated, and/or demonstrated to my satisfaction the nature, risks, and dangers of the above mentioned "wilderness activities", and I accept these risks. _____ x
- I am aware that the activity that I am about to participate is physically demanding and dangerous and the possibility of injury, loss, trauma, sudden cardiac arrest, crippling, drowning or death exists. _____ x
- I declare that if canoeing/kayaking I have been advised to wear a lifejacket at all times. _____ x
- I declare my intention to participate in these activities is at my own risk and I specifically release the Releasees from any responsibility regarding any loss or damage I may suffer. _____ x
- I declare that I am not under the influence of alcohol or other drugs and that I will not partake in the use of any for the duration of the activity. _____ x
- I will follow and comply with each and all instructions given by the Releasees, its guides, instructors, or any of its employees. _____ x
- I am responsible for any expenses incurred on my behalf or as a result of my actions. _____ x

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 including but not limited to rescue expenses 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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION OR LAW 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 WILDERNESS ACTIVITIES REFERRED TO ABOVE; BUT IS NOT INTENDED TO AFFECT ANY RIGHTS I MAY OR MAY NOT HAVE UNDER PROVINCIAL WORKER'S COMPENSATION LEGISLATION.**

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- 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 the Province or Territory in which the wilderness activities take place and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province or Territory in which the wilderness activities take place and shall be within the exclusive jurisdiction of the Courts of that Province or Territory.

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 AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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, ADMINISTRATOR, ASSIGNS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASEES.

Please copy out below the following statement in your own handwriting:
"I DECLARE THAT I HAVE READ, UNDERSTAND AND ACCEPT EACH PARAGRAPH OF THIS AGREEMENT."

Signed at _____ (location) _____ on this _____ (day) of _____ (month) _____, _____ (year) _____.

Signature of Participant	Participant's Printed Name
Signature of Witness (must be guide/instructor ONLY)	Witness's Printed Name (must be guide/instructor ONLY)
Signature of Parent or Guardian (If participant is under age of 19)	Parent/Guardian's Printed Name

PHOTO RELEASE – I consent to photographs taken of me during my participation in the activities, and to publication of the photographs by the Releasees for advertising, promotional, and marking purposes. **Y / N (please circle)**

MAILING LIST – I consent for my e-mail address to be added to the Flexpeditions Mailing List to receive e-mails about upcoming courses/trips/programs. **Y / N (please circle)**