

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND ASSUMPTION OF RISKS
(hereinafter the "Release Agreement")
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**SIGNATURE OF
PARTICIPANT/PARENT
GUARDIAN IF UNDER 18**

Canadian Parks and Wilderness Society Southern Alberta Chapter ("CPAWS SAB")

If you have any questions or concerns, they are to be addressed with a CPAWS SAB representative **before you sign** this document.

In consideration of being allowed to participate in the outdoor education trip and activity that includes hiking on uneven terrain where wild animals could be present ("Activity") in remote environments under the arrangements of CPAWS SAB, its members, directors, officers, employees, volunteers, independent contractor, agents, and representatives ("Releasees"), I recognize and accept that the Activity involves risks, hazards and dangers that are inherent in outdoor education – including but not limited to **forces of nature, acts of God including flooding, wind storms and other storms, animal attack(s) (including insect i.e. bees and wasps), falling, tripping, other accident, illness and damage to person or property, or acts of other participants and lost or stolen personal property.**

In consideration of CPAWS SAB accepting me and/or or my child as a participant in the Activity and for other good and valuable consideration, I hereby agree as follows:

To freely accept and fully assume all such risks, including dangers and hazards that may include any manner of injury, illness, death, property damage or loss resulting from participation in the Activity due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care.

That I have been informed of my right to obtain as much information about this program, or activity as I feel necessary, including information beyond that provided to me by CPAWS SAB to the extent that I require and am not, in any way, relying solely upon information provided by CPAWS SAB respecting the nature and extent of the risks and hazards associated with the program or activity.

That it is my responsibility to advise CPAWS SAB of any medical or health concerns of myself or my child which may affect my participation or my child's participation in the stated program or activity.

That CPAWS SAB, through its employees, agents, and officers may secure such medical advice and services as those individuals, in their sole discretion, may deem necessary for reasons of health and safety, and that I shall be financially responsible for such advice and services.

1. TO WAIVE ANY AND ALL CLAIMS that I may have against the Releasees;

2. TO FOREVER RELEASE THE RELEASEE(S) from any and all liability for any loss, damage, injury, death or expense that I may suffer or my next-of-kin may suffer as a result of my participation or my child's participation in the Activity due to any cause whatsoever;
3. 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 or my child's participation in the Activity;
4. That this Release of Liability shall be effective and binding upon my heirs, next-of-kin, executors, administrators, and assigns in the event of my death;
5. To permit video and photographic records of my participation or my child's participation in this activity to be taken and used for promotional purposes; and
6. That this release is to be governed and interpreted in accordance with the laws of the Province of Alberta, and that any actions, suits or claims will be within the jurisdiction of the courts of the Province of Alberta.

Also, I have accepted responsibility to verify that neither my child nor I have any physical or psychological problems that would impair my ability, or his or her ability, to participate in the Activity or would create undue risk to myself, him/her or others who may depend upon me or him/her during the Activity.

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, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name of Participant: (please print legibly) _____

Sign here if Participant is an Adult

Signature of Participant: _____ Date: _____

Sign here if Participant is a Child

Name of Parent/Guardian: _____

*Signature of Parent/Guardian: _____ Date: _____

(Required for Minors under 18 years of age)

Address: _____

City/Prov: _____ Postal Code: _____

WITNESS SIGNATURE: _____ **PLEASE PRINT NAME:** _____

**When only one parent/guardian signs to indicate consent, he/she does so in good faith and is presumed to be acting with the consent of the other legal parent/guardian.*

We respect your privacy. Your personal information is collected, used and disclosed only for the purposes stated on, or indicated by, this form. If you have any questions, please contact the Executive Director of the Southern Alberta Chapter of CPAWS.