

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY AND  
WAIVER OF CLAIMS AND INDEMNITY, AND GENERAL PARTICIPATION AGREEMENT**

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

**PLEASE READ CAREFULLY!**

You must **READ and AGREE WITH** all parts of this 2 two-page Agreement and **SIGN** it before you will be allowed to participate in the outdoor education trip and activity (called the "Activity" in this Agreement) with **Canadian Parks and Wilderness Society Southern Alberta Chapter** (called "**CPAWS SAB**" in this Agreement).

If you have any questions about the Activity you must talk to a CPAWS representative **BEFORE** you sign this Agreement.

In consideration of CPAWS SAB, and its employees, directors, officers, independent contractors, agents, representatives and volunteers (all these people together are called "**the Staff**" in this Agreement) providing organization, planning and/or staff to allow me to participate in the Activity and accepting me as a participant in the Activity, I agree as follows:

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

1. I understand and acknowledge that participating in the Activity has risks, dangers and hazards including, but not limited to, weather hazards (like storms and lightning); wildlife hazards (like animal attacks and insect bites or stings); mountain hazards (like unstable surfaces, slipping, tripping, falling, rockfall and avalanche); water hazards (like flooding and drowning); physical hazards (like overexertion and dehydration); hazards from other forces of nature or acts of God; risks, dangers and hazards not specifically mentioned here; illness and injury to me; and improper acts of other participants, and my property could be lost, damaged or stolen. **I could also be injured, or my property lost, damaged or stolen, because of the NEGLIGENCE of CPAWS SAB, the Staff or any other person, company or organization involved with or participating in the Activity.** The Activity may occur in areas where there is no cell phone service or communication may be difficult and response by emergency services could be delayed. All these risks, dangers and hazards are called "the Risks" in this Agreement.
2. I also understand that the Activity may take place during a time where the Governments of Canada and Alberta issue orders and recommendations with respect to a pandemic, such as the coronavirus ("COVID-19") outbreak. Although CPAWS SAB will use reasonable efforts to follow all public health orders and recommendations, CPAWS SAB does not guarantee that all such orders and recommendations will be followed at all times by CPAWS SAB or by Activity participants. I understand that there is a risk that I could contract COVID-19 during the Activity even if all orders and recommendations are followed, and that contracting COVID-19 falls within the definition of "the Risks" in this Agreement.
3. **I freely accept and fully assume all risks of the possibility of personal injury, illness, paralysis, death, property damage or loss and expense that may occur as a result of or arising out of any aspect of my participation in the Activity, due to any cause whatsoever, including but not limited to, the Risks.**

**I have read, and I agree to the ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS \_\_\_\_\_(initial)**

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

4. **TO WAIVE ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES** that I have or may have in the future against the Staff, other participants, CPAWS SAB and its sponsoring agencies, sponsors, advertisers whether or not they have been directly involved with the Activity (doing things like planning, organizing, or conducting the Activity) and whether or not they are present at the Activity. (All of these people, companies or organizations are called the "**Releasees**" in this Agreement).
5. **TO RELEASE the Releasees FROM ANY AND ALL LIABILITY OR RESPONSIBILITY** for any loss, damage, injury, death or expense that I may suffer, or that my next of kin may suffer, as a result of or arising out of any aspect of my participation in the Activity, **due to any cause whatsoever**, including but not limited to **NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR BREACH OF STATUTE on the part of one of more of the Releasees, or the failure on the part of the Releasees to protect me from any risk, hazard or danger whatsoever.**
6. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees from all liability or responsibility for any claims, loss, damage, injury or expense to any third party, as a result of or arising out of any aspect of my participation in the Activity.
7. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, guardians, representatives and assigns in the event of my death or incapacity.

**I have read, and I agree to the LIABILITY AND WAIVER OF CLAIMS AND INDEMNITY \_\_\_\_\_(initial)**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**PANDEMIC PROTOCOLS AND CONTACT TRACING**

- 8. I recognize that CPAWS SAB retains the right to cancel the Activity due to public health recommendations and to require certain behaviors from me. I agree that, during my participation in the Activity, I will:
  - a) Wash my hands frequently with soap and water or sanitize my hands with 60%+ alcohol-based hand sanitizer for at least 20 seconds;
  - b) Avoid close contact with people who have respiratory symptoms (e.g. cough, fever and shortness of breath);
  - c) Adhere to physical distancing, if required; and
  - d) Wear a face covering without an exhalation valve (medical or non-medical) where required by law or regulation or otherwise as required by CPAWS SAB in its sole discretion. Face coverings must be worn in such a way that my mouth and nose remain covered at all times.
- 9. I agree that if, as determined in the sole discretion of CPAWS SAB and its employees, I show any symptoms of illness, fail to adhere to public health orders or recommendations or CPAWS SAB's instructions related thereto, or my behaviour otherwise poses a risk of infection to myself, CPAWS SAB employees, or others participating in the Activity, I may be asked to leave. I agree that this will immediately end my participation in the Activity, and I will remove myself from Activity area. The interpretation of public health orders and recommendations is at the sole discretion of the CPAWS SAB employees present at the activity at the time that I am asked to leave.
- 10. I understand that CPAWS SAB will keep a list of participant names and contact information for contact tracing purposes for four (4) weeks after the Activity is over. I consent to CPAWS SAB releasing my contact information to Alberta Health Services if requested to do so for a public health purpose.

**GENERAL PARTICIPATION**

- 11. That I have been informed of my right to obtain as much information about the Activity as I feel is necessary, including information beyond that provided to me by CPAWS SAB, and I acknowledge that I am not in any way relying only on information provided by CPAWS SAB about the actual or potential risks, dangers and hazards associated with the Activity.
- 12. That I am responsible to advise CPAWS SAB of any medical or health concerns which may affect my participation in the Activity and that I will advise CPAWS SAB of these concerns before the Activity starts.
- 13. I have accepted responsibility to verify that I do not have any physical or mental health problems that would impair my ability to participate in the Activity or would create undue risk to myself or others during the Activity.
- 14. That CPAWS SAB, through the Staff or its agents may secure any medical advice and services that they, in their sole discretion, think is necessary for reasons of my health and safety, and that I will be financially responsible to pay for such advice and services.
- 15. To permit video and photographic records of my participation in this Activity to be taken or used for promotional purposes.
- 16. That this Agreement 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.
- 17. I am not relying on any oral or written representations or statements made by the Releasees with respect to the risks, dangers and hazards associated with the Activity, other than what is set forth in this Release Agreement.

**I confirm that I have read and understood this two-page Agreement before signing it, and I understand and am aware that by signing this Agreement I AM WAIVING OR LIMITING CERTAIN LEGAL RIGHTS which I, or my heirs, next of kin, executor(s), administrator(s), guardian(s), representative(s) and/or assigns, may have against the Releasees.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Participant: (please print legibly) \_\_\_\_\_

List any relevant medical conditions (e.g. asthma, heart condition, etc.) \_\_\_\_\_

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*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.*