

Confederation College Tourism and Travel – Adventure and Ecotourism Program

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

Initial

Please Print

Name: _____

Address: _____

TO: **THE CONFEDERATION COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

(hereinafter referred to as "Confederation")

AND TO: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO**

(hereinafter referred to as "THE PROVINCE")

DEFINITIONS:

In this agreement:

- the term "STAFF" shall include but not limited to those on permanent payroll, part time, seasonal, contract staff, escorts and contractors, contractors' staff and volunteers, directors, officers, agents, employees, representatives, successors and assigns;
- the term "CLIMBING" shall include but not limited to "bouldering," "rock climbing," "ice climbing," "tree climbing", "zip lining", and "caving;"
- the term "SKIING" shall include but not limited to "backcountry skiing," "snowmobile assisted skiing," "alpine skiing," "telemark skiing," "snowboarding" "cross country skiing," and "ski touring;"
- the term "HIKING" shall include but not limited to "day hiking," "backpacking," "orienteeing", "wilderness survival", "fire starting", "outdoor cooking", "dog sledding" and "snowshoeing;"
- the term "TRAVEL" shall include but not limited to all forms of land, air, and water based travel and shall include but not limited to all activities, services and use of facilities either provided by or arranged by CONFEDERATION or in any way related to skiing, climbing, hiking, rescue, and travel (both domestic and international) activities including, but not limited to: orientation and instruction sessions, transportation to and from activities listed, accommodation, and recreational activities in addition to skiing, SCUBA diving, climbing, hiking, rescue, canoeing, kayaking, dragon boating, cultural travel, educational travel, and wilderness travel;
- the term "TRANSPORTATION" shall include but not limited to all forms of transportation off road and on public roads, private roads, and logging roads, including CONFEDERATION owned vehicles, leased vehicles, ferries, airplanes, student owned vehicles, faculty owned vehicles, contractor owned vehicles, snowmobile and helicopter either provided by or arranged by CONFEDERATION or in any way related to skiing, climbing, hiking, rescue, and travel activities including, but not limited to: loading, unloading and travel in or movement around vehicles, snowmobiles, aircraft and helicopters;
- the term "INJURY" shall include but not limited to all forms of physical, mental, and emotional injury in any way related to skiing, climbing, hiking, rescue, wilderness travel, and transportation activities to or from activities and related meals, lodging or other ancillary activities including, but not limited to: death, breaks, strains, lacerations, dislocations, amputations, frostbite, hypothermia, trauma, anxiety, phobias, fears and diet change.

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ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, SKI TERRAIN, CLIMBING TERRAIN, TRAVEL, WEATHER, FLOODS, WATER LEVEL INCREASES AND SIMILAR ADVENTURE RISKS.

I am aware that skiing, climbing, hiking, rescue, travel, and transportation involves risks, dangers and hazards in addition to those normally associated with travel on land, and air based wilderness environments. The risks include but are not limited to the following:

- Avalanches occur frequently in the alpine terrain used for skiing and climbing and may be caused by but not limited to natural forces or by climbers or skiers.
- Rock fall, ice fall, climber falls, and skier falls occur frequently in the alpine terrain used for climbing and skiing and may be caused by but not limited to natural forces or by climbers or skiers.
- Bear or other wildlife attacks, rough or irregular terrain, and hiker falls are frequent hazards in the wilderness terrain used for hiking and may be caused by natural forces or hikers.
- Vehicle rollovers, overloaded roof racks, pulling trailers, inexperienced drivers, and hazardous driving conditions may occur in the type of transportation used for skiing, climbing, hiking, rescue, desert travel, tropical travel and wilderness travel and may be caused by but not limited to natural forces or people. I am aware that there are other risks not currently foreseen. It is my intention to assume all risks whether normal risks of travel and wilderness risks, or additional risks created by the activities of the program even though not foreseen at this time.

I acknowledge and accept that CONFEDERATION and staff may fail to predict whether the terrain used is safe for skiing climbing, hiking, rescue, travel, and transportation or whether an accident may occur. The terrain used for skiing climbing, hiking, rescue, and wilderness travel is uncontrolled, unmarked, not inspected and involves many risks dangers and hazards. These may include, but are not limited to: attacks by bears and other animals, ice and snow cornices, trees, falling trees, tree wells, tree stumps, creeks, rocks, boulders, forest deadfall, holes and depressions on or below the snow surface, steep slopes, cliffs, ice fall and rock fall, variable and difficult snow conditions, crevasses, snowcat roads and road banks, fences and other man-made structures, impact or collision with other skiers or climbers; hail, lightning, inclement weather failure to predict weather, vehicle rollovers, overloaded roof racks, pulling trailers, unsafe driving, unsafe road conditions; the failure to ski or climb safely within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other skiers, climbers, hikers, or rescuers. Communication in the terrain used is difficult and in the event of an accident, rescue and medical treatment may not be available. Weather conditions may be extreme and can change rapidly and without warning, making travel by any means hazardous. I INTEND TO ASSUME ALL RISKS, WHETHER SPECIFICALLY IDENTIFIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO RISKS CAUSED OR CONTRIBUTED TO BY OR THROUGH THE NEGLIGENCE OF OTHER STUDENTS, CONFEDERATION OR STAFF. I FURTHER INTEND TO ASSUME THE RISK OF THE FAILURE OF OTHER STUDENTS, CONFEDERATION OR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE PROGRAM, INCLUDING BUT NOT LIMITED TO THOSE LISTED, WHETHER CAUSED THROUGH NEGLIGENCE OR OTHERWISE.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED AS A RESULT OF MY PARTICIPATION IN THE PROGRAM INCLUDING BUT NOT LIMITED TO SKIING, CLIMBING, HIKING, TRAVEL, AND TRANSPORTATION 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.

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NOTICE TO SNOWBOARDERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot and binding systems, snowboard and some telemark boot and binding systems are not designed or intended to release and will not release under normal circumstances. The use of such systems or the use of a safety strap or retention device by snowboarders or telemark skiers will increase the risk of not surviving an avalanche.

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NOTICE TO PARTICIPANTS OF PROFESSIONAL GUIDE TRAINING COURSES - INCREASED RISK

CONFEDERATION provides training intended to develop professional skiing, climbing, hiking, rescue, and travel guides. To train professional guides it is necessary for students to participate in activities that have higher levels of risk than what may be considered reasonable by entry-level, intermediate, novice, commercial guiding, or recreational standards. This may include, but is not limited to activities such as: lead climbing where the climber places his or her own protective equipment, climbing without helmets, travel and decision making in avalanche terrain, climbing and rescue in a multi-pitch environment, students driving program vehicles, hiking in unusually rough and remote terrain, stress from examination and grading processes, students making route and hazard assessment decisions on behalf of other students, unsupervised activities; and continuing with an activity when it may not be considered reasonable by entry-level, intermediate, novice, commercial guiding, or recreational standards (for example, when fatigued, in inclement weather, or in high hazard conditions).

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1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against CONFEDERATION, and THE PROVINCE and their directors, officers, employees, staff, instructors, guides, agents, escorts, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as 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 or that my next of kin may suffer as a result of my participation in skiing, climbing, hiking, rescue, wilderness travel, and transportation activity and including the failure on the part of the releasees to safeguard and protect me from the risks, dangers and hazards of skiing, climbing, hiking, rescue, travel, and transportation 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 skiing, climbing, hiking, rescue, travel, and transportation;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in skiing, climbing, hiking, rescue, travel, and transportation.

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That this 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;

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction, and Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario; 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.O. 1990, c. O.2

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of skiing, climbing, hiking, travel, and transportation other than what is set forth in this Agreement.

Initial

I CONFIRM THAT I AM THE FULL AGE OF EIGHTEEN (18 YEARS, Province of Ontario) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.

Signed this _____ day of _____ 20_____.

Signature of applicant

Signature of witness

Print name clearly

Print name clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED WHERE INDICATED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING WITH CONFEDERATION.