

**WORLD ADVENTURE CONSULTANTS LTD.**

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

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS**

AVALANCHE COURSES AND BACK COUNTRY AWARENESS COURSES OFFERED BY WORLD ADVENTURE CONSULTANTS LTD. ARE OFTEN CONDUCTED IN HAZARDOUS MOUNTAIN TERRAIN. THESE COURSES INVOLVE RISKS, DANGERS AND HAZARDS IN ADDITION TO THOSE NORMALLY ASSOCIATED WITH BEING IN A MOUNTAIN ENVIRONMENT. ALL COURSE PARTICIPANTS ARE REQUIRED TO SIGN THIS RELEASE OF LIABILITY AND WAIVER AGREEMENT. BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED.

**Please Read Carefully!**

Initial  
\_\_\_\_\_

Name: \_\_\_\_\_ Name of Course: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Course: \_\_\_\_\_

Course Location: \_\_\_\_\_

**DEFINITIONS:**

In this agreement:

The term "MOUNTAIN TRAVEL" shall include, but is not limited to: skiing; snowboarding; snowshoeing; hiking and climbing; and all travel by snowmobile, snowcat, motor vehicle, aircraft and other conveyances.

The term "AVALANCHE COURSE" shall include all courses, seminars, workshops, activities, services and use of facilities in any way related to the course I have registered for, as outlined in THE COMPANY'S advertisement ( this includes brochures, websites and information packages) including, but not limited to: classroom sessions; field trips; all mountain travel either within or beyond ski-area boundaries or in the backcountry; and all transportation by air or on public or private roads or highways in connection with the courses.

**ASSUMPTION OF RISKS – AVALANCHES, MOUNTAIN TRAVEL, WEATHER, ETC.**

I am aware that the course I have registered for takes place in hazardous mountainous terrain and involves various risks, dangers and hazards. Avalanches occur frequently in the mountain terrain in which the Avalanche Course is conducted. I acknowledge and accept that the Avalanche Course instructor may fail to predict whether the mountain terrain is safe for travel or whether avalanches may occur. The mountain terrain in which the avalanche course is taught is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanches. These may include but are not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks and boulders; forest deadfall; holes and depressions on or beneath the snow surface; cliffs; variable and difficult snow conditions; crevasses; winter travel on highways and backcountry roads; snowcat roads and road banks, fences and other man-made structures; becoming lost or separated from the Avalanche course instructor or other course participants; extreme and rapidly changing weather conditions; negligence of other persons; mechanical failure of snowmobiles, snowcats and related equipment; impact or collision with other persons or snowmobiles, snowcats and other vehicles; failure to operate snowmobile safely or within ones own ability; AND NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE AVALANCHE COURSE 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 THERE FROM.**

Initial  
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**NOTICE TO COURSE PARTICIPANTS USING SNOWBOARDS, SNOWSHOES AND TELEMAR SKIS – INCREASED RISK**

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

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

In consideration of being permitted to participate in the Avalanche Course, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees arising out of any aspect of my participation in the avalanche course;

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 during my participation in the avalanche course, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE AVALANCHE COURSE REFERRED TO ABOVE. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property injury or personal injury to any third party resulting from my participation in the Avalanche Course;

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrations, assigns and assigns and representatives, in the event of my death or incapacity;

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

In entering into this agreement, I am not relying on any oral or written representation or statements made by Releasees with the respect to the safety of the Avalanche Course, other than what is set forth in this Agreement.

**I AGREE THAT THIS WAIVER AND THE AGREEMENTS IT CONTAINS WILL BE GOVERNED IN ALL RESPECTS BY AND INTERPRETED EXCLUSIVELY IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND I IRREVOCABLY ATTORN SOLELY TO THE JURISDICTION OF THE COURTS OF THE PROVINCE OF BRITISH COLUMBIA.**

**I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS FOUND TO BE VOID OR UNENFORCEABLE, THE REMAINING PORTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**I CONFIRM THAT I AM OF THE FULL AGE OF NINETEEN AND THAT 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 WILL BE BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES IN THE EVENT OF MY MENTAL INCAPACITY OR DEATH.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

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

Please print name clearly \_\_\_\_\_

Signature of witness \_\_\_\_\_

Please print name clearly \_\_\_\_\_

**WORLD ADVENTURE CONSULTANTS LTD.**

**INDEMNITY AGREEMENT**

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**Please Read carefully!**

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Initial  
\_\_\_\_\_

Name: \_\_\_\_\_ Name of Course: \_\_\_\_\_  
Address: \_\_\_\_\_ Date of Course: \_\_\_\_\_  
Course Location: \_\_\_\_\_

WARNING: IF A LAWSUIT IS BROUGHT AGAINST WORLD ADVENTURE CONSULTANTS LTD., ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INDEPENDENT CONTRACTORS (HEREINAFTER COLLECTIVELY CALLED THE "COMPANY"), THEN THE COMPANY HAS THE RIGHT TO INDEMNIFY AGAINST ME.

TO: WORLD ADVENTURE CONSULTANTS LTD.

I agree that my son or daughter, being an infant, will be participating in an Avalanche course (hereinafter referred to as "the Course") and that this infant or minor may not be contractually bound by a Release of All Claims, Waiver of Liability and Assumption of Risk Agreement which I have seen and I have signed. I therefore specifically agree to indemnify the Company against any and all claims, actions and suits that may be instituted by my son or daughter.

I AGREE TO SAVE HARMLESS AND INDEMNIFY THE COMPANY from any cause of action, suit claim or liability of any kind whatsoever arising out of any cause whatsoever but not limited to negligence on the part of the Company.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Company including those in any brochure issued by the Company, to induce me or my son or daughter to undertake and to participate in the activity.

I confirm that I have read and understood this Indemnity Agreement prior to signing it, and agree that this Agreement will be binding upon me, my heirs, next of kin, executors, administration and assigns.

I agree that this Agreement is to be interpreted according to laws of the Province of British Columbia and I understand that if I have any questions regarding the waiver of waiver of my rights, or this Indemnity Agreement, I should consult a lawyer prior to signing this Agreement.

Signed this \_\_\_ day of \_\_\_ 20 \_\_\_ at \_\_\_\_\_

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

Signature of the Guardian \_\_\_\_\_

Printed name of Guardian \_\_\_\_\_

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

Printed Name of Witness \_\_\_\_\_