AVALANCHE SKILLS TRAINING PROGRAM

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

AVALANCHE SKILLS TRAINING PROGRAMS ARE OFTEN CONDUCTED IN MOUNTAINOUS OR BACKCOUNTRY TERRAIN. THESE COURSES INVOLVE RISKS, DANGERS AND HAZARDS IN ADDITION TO THOSE NORMALLY ASSOCIATED WITH BEING IN A MOUNTAIN ENVIRONMENT. ALL AVALANCHE SKILLS TRAINING PROGRAM PARTICIPANTS ARE REQUIRED TO SIGN THIS RELEASE OF LIABILITY AND WAIVER AGREEMENT.

I UNDERSTAND THAT BY SIGNING THIS RELEASE AGREEMENT, I WILL GIVE UP OR WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION SHOULD I BE INJURED. I ALSO UNDERSTAND THAT SUCCESSFUL COMPLETION OF AN AVALANCHE SKILLS TRAINING PROGRAM DOES NOT IN ITSELF QUALIFY ME TO SAFELY TRAVEL THROUGH AVALANCHE PRONE TERRAIN.

PLEASE READ CAREFULLY!

This Release Agreement Shall Apply to All Future Participation in Avalanche Skills Training Courses

INITIAL

Name		
Mailing Address		
City	**Avalanche Skills Training 1**	☐
Province	**Avalanche Skills Training 2**	☐
Postal Code	**Companion Rescue Skills Course**	☐
Location	**Managing Avalanche Terrain Course**	☐
Course Date	**Avalanche Skills Training 1 +**	☐
	Avalanche Skills Training 1 Refresher	☐

TO: _____

(Insert name of Avalanche Skills Training Program Instructors, Company or institution where applicable)

AND TO: AVALANCHE CANADA, CANADIAN AVALANCHE ASSOCIATION, AND ALL SKI AREA OPERATORS, PROPERTY OWNERS AND INDIVIDUALS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE TEACHING OF AVALANCHE SKILLS TRAINING COURSES AND ALL AVALANCHE SKILLS TRAINING SPONSORS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (ALL OF WHOM ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "RELEASEES")

DEFINITIONS

In this Release Agreement:

a) the term **"MOUNTAIN TRAVEL"** shall include but is not limited to: skiing; snowboarding; snowshoeing; hiking and climbing; use of ski lifts, and all travel by snowmobile, snowcat, motor vehicle, aircraft, helicopter and other conveyances.

b) the term **"AVALANCHE SKILLS TRAINING"** shall include all courses, seminars, workshops, field activities, services and use of facilities in any way related to the avalanche course I am participating in including, but not limited to: classroom sessions; field trips; and all mountain travel either within or beyond the ski area boundaries or in the backcountry; and all transportation by air or on public or private roads or highways in connection with the Course.

AVALANCHE CANADA'S ROLE IN AVALANCHE SKILLS TRAINING

Avalanche Canada ("AvCan") facilitates avalanche safety in Canada by developing nationally recognized avalanche course standards and providing support and instructional materials to independent instructors who in turn deliver the Avalanche Skills Training ("AST") programs.

- AvCan does not certify AST instructors or monitor their performance as instructors.
- AvCan does not supervise or control the classroom or outdoors activities or safety decisions of AST instructors.
- AvCan does not choose the terrain or monitor the conditions for AST field sessions.

EXAMPLE

- AST Instructors are not employees, agents, representatives, independent contractors or subcontractors of AvCan.
- AvCan assumes no liability for loss, injury or death incurred during participation in AST programs.

INITIAL

ASSUMPTION OF RISKS - AVALANCHES, MOUNTAIN TRAVEL, WEATHER, ETC. I am aware that the field sessions of the Avalanche Skills Training program may take place in mountainous or backcountry terrain and involve various risks, dangers and hazards. I acknowledge and accept that the AST Instructor may fail to predict whether the terrain is safe for travel or whether avalanches may occur. Further risks, dangers or hazards 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 Instructor or other Course participants; extreme and rapidly changing weather conditions; observing or participating in snow control programs, encounters with hunters or domestic or wild animals, including bears; negligence of other persons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; mechanical failure of ski lifts, snowmobiles, snowcats and related equipment; impact or collision with other persons or snowmobiles, snowcats and other vehicles; failure to operate a snowmobile safely or within one's own ability; **AND NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE AVALANCHE SKILLS TRAINING PROGRAM 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the Avalanche Skills Training Course, I hereby agree as follows:

1. **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 Skills Training Course 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 during my participation in the 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 DUTY OF CARE OWED UNDER THE ***OCCUPIERS LIABILITY ACT***, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

   INITIAL
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 the Avalanche Skills Training Course;
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 jurisdiction in which the Course is taught and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the jurisdiction in which the Course is taught.

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 the Avalanche Skills Training Course, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ 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.

I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN AVALANCHE SKILLS TRAINING COURSES

_____	_____
Signature of Participant	Date
_____	_____
Signature of Witness	Name of Witness (please print)
_____	_____
Signature of Parent or Guardian (if Participant under age 19)	Name of Parent or Guardian

EXAMPLE