

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT** (the "Agreement")  
BY SIGNING THIS AGREEMENT, YOU WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT  
**PLEASE READ CAREFULLY.**

INITIAL

<b>NAME</b>			
LAST	FIRST	AGE	
<b>ADDRESS</b>			
STREET	CITY	PROV/STATE	
POSTAL CODE	COUNTRY	DATE OF BIRTH	
		YEAR	MONTH DAY

**TO: RAVEN RESCUE SAFETY MEDICAL LTD. (hereinafter referred to as the "OPERATOR"), HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and their respective directors, officers, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively referred to as the "RELEASEES").**

**DEFINITIONS**

In this Agreement, the term "RESCUE TRAINING" shall include, but is not limited to: all activities, events or services provided, arranged, organized, conducted or sponsored by the Operator and shall include, but is not limited to: use of rental equipment; swiftwater training; technical rope training; confined space training; motorized and non motorized boat training; ice training; medical and wilderness medical training; demonstrations; and all activities, services and use of equipment and facilities either provided or arranged by the Operator.

**ASSUMPTION OF RISKS – REMOTE TERRAIN, WEATHER, HEALTH, ETC.**

I am aware that Rescue Training involves risks, dangers and hazards. I acknowledge and accept that communication in remote terrain is difficult and, in the event of an accident, rescue and medical treatment may not be available and the Releasees may fail to predict whether the terrain is safe for Rescue Training. The terrain used for Rescue Training is unmarked, uncontrolled, not inspected and involves many risks, dangers and hazards which may include (but are not limited to) inclement and unpredictable weather, which may cause injury due to extremes of heat and cold and which may prevent travel to, from or within an area; hazards related to activities near, in or on lakes and rivers; submersion in cold water during a rescue simulation; natural hazards, including rock fall, flash floods, steep terrain, and the presence of wild animals; and unfamiliar country, where I may become lost or separated from the rest of the party. In addition, I acknowledge that transport by public or private motor vehicle, helicopter and light fixed-wing aircraft; improper lifting or handling of rescue equipment; and negligence of other persons may result in injury or death or damage to my property. I further acknowledge that the risk of exposure to infectious diseases such as but not limited to COVID 19 exist during rescue training and that medical problems arising before, during or after the program will increase my risk and that I may be more susceptible to illness due to change of diet or water source and that I will increase my risk and the risk to others by failing to act safely or within my ability or failing to stay within designated areas. I AM AWARE of the risks, dangers and hazards associated with rescue training 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**

**1. I WAIVE ANY AND ALL CLAIMS** that I have or may now or in the future have against the **RELEASEES** and **RELEASE** the **RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I, or that my next of kin, may suffer as a result of my participation in Rescue Training 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.B.C 1996, C. 337, 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 THE RISKS, DANGERS AND HAZARDS OF RESCUE TRAINING REFERRED TO ABOVE.

In consideration of the **RELEASEES** allowing me to participate in Rescue Training, I hereby agree as follows:

- I WILL HOLD HARMLESS AND INDEMNIFY THE RELEASEES from and for all liability for property damage or personal injury to any third party resulting from my participation in Rescue Training.
- This Agreement shall be effective and binding upon my heirs, executors, administrators, representatives successors and assigns.
- This Agreement and any rights, duties and obligations as between the parties hereto shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdictions.
- Any litigation involving the parties to or the subject matter of this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
- 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 adventure activities, other than what is set forth in this Agreement.
- I certify, represent and warrant that I am physically capable and fit to participate in Rescue Training and have no medical conditions or needs other than those listed on the Medical Information Form provided by the Releasees.

**I CONFIRM** that I have read and understood this agreement prior to signing it, **I am aware** that by signing this agreement **I am waiving certain legal rights** which I or my heirs, executors, administrators, representatives, successors and assigns may have against the releases.

Signature of Witness (Raven Rescue Safety Medical Ltd. representative)
Please Print Name

Signature of Participant
Please Print Name
Signature of Parent or Legal Guardian if Participant is Under Age 18

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

**INDEMNIFICATION FOR PARENTS OR LEGAL GUARDIANS**

If I am signing on behalf of a minor, I agree, in addition to the other agreements, representations, warranties and acknowledgments herein contained, to indemnify and save harmless the Releasees against and from all actions, lawsuits, damages, legal costs and expenses, claims, demands or financial or other losses resulting, directly or indirectly, from any accident, injury, loss or death to my minor child or the other person for whom I am signing, whether caused by the negligence or breach of duty of care of the Releasees or any other person, or arising from the Occupier's Liability Act or any similar legislation.