

Footprint Adventures Inc., Victoria BC

RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY

WARNING: BY SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR LEGAL RIGHT TO SUE. PLEASE READ CAREFULLY AND IF YOU ARE UNSURE SEEK OUT INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING.

I, (Name) Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_

Of (Address) Street \_\_\_\_\_ City \_\_\_\_\_ Prov./State \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_

being of sound mind and at least 19 years of age, (Parent / Guardian signature of consent required if under 19 years of age) hereby acknowledge and agree that in consideration of being permitted to participate in activities or programs organized by Andrea Rennie and Footprint Adventures Inc., Victoria BC. (hereinafter referred to as the "ACTIVITY"), I agree to this Release of Claims, Waiver of Liability and Assumption of Risks (herein collectively called the "RELEASE") as follows:

- 1. I agree to RELEASE, SAVE HARMLESS AND INDEMNIFY the, Footprint Adventures Inc., Victoria BC, its directors, officers, employees, invitees, agents, representatives, officials, servants, successors, assigns, volunteers, organizers, assistant organizers, sponsors and independent contractors (herein collectively called the "AGENTS") from and against all claims, actions, causes of action, costs, expenses and demands of any nature or kind whatsoever in respect to death, injury, loss or damage to my person or property, wheresoever and howsoever caused, arising out of, or in connection with my taking part in the ACTIVITY or while travelling to and from the ACTIVITY notwithstanding that the same may have been contributed to or occasioned by any act or failure to act including, without limitation, breach of statutory duty and/or negligence of the Footprint Adventures Inc., Victoria BC and/or any one or more of its AGENTS.
2. I am aware that the ACTIVITY includes without limitation the following: a) canoeing, kayaking, rafting, nordic skiing, alpine skiing, snowboarding, backcountry skiing, rock climbing, bouldering, mountaineering, wilderness travel, sea kayaking, helicopter use, search and rescue, golf, surfing, snowboarding, swimming, hang gliding, hiking, sailing, scuba diving, kite boarding, windsurfing, caving, manhunt, Ultimate Frisbee, running, paintball, mountain biking, road biking, camping, tubing, sky diving, horseback riding, shooting, archery, zip lining, bungee jumping, and any additional events or adventures that may be organized by Footprint Adventures Inc., Victoria BC and/or any one or more of its AGENTS; I am also aware of the dangers and risks inherent in participating in the ACTIVITY and that they include without limitation the following: b) hypothermia, drowning, avalanches, slipping and falling, falling objects, and suffering any type of accident including illness in remote areas without easy access to medical facilities; c) human error; d) changes in the weather; e) inexperience of myself and the inexperience of other participants; f) the dangers of wildlife causing direct damage to me but also resulting in erratic behaviour by myself and other participants;
3. I also understand, acknowledge and agree: a) that the physical demands of any particular ACTIVITY on me as a participant requires that I am medically, physically, and emotionally fit and fully able to participate in the ACTIVITY, and that I have adequate knowledge of lake, river, ocean, mountain, and weather hazards, and that I have the skills to participate in the ACTIVITY, and that my clothing and equipment meet or exceed current safety standards, that I have an adequate supply and that they are satisfactory for participating in the ACTIVITY; b) it is my personal responsibility to ensure I have adequate and current first aid and cpr training and personal first aid supplies such as a first aid kit adequate to the ACTIVITY; c) that the Footprint Adventures Inc., Victoria BC prohibits the use of alcohol or drugs prior to and during the ACTIVITY and I agree that I will not participate in the ACTIVITY under the influence of alcohol or drugs which may affect my ability in any way whatsoever; d) that at any time Footprint Adventures Inc., Victoria BC and/or any one or more of its AGENTS may, at their sole discretion, refuse the participation of any persons including myself who are a hazard to themselves or to any other participants or to Footprint Adventures Inc., Victoria BC. e) that transportation to and from the ACTIVITY, unless conducted by an AGENT of Footprint Adventures Inc., Victoria BC within a company vehicle, is my sole responsibility and that if I decide to carpool with, or provide rides for, anyone it is my responsibility to ensure that I carry adequate liability insurance (a minimum of \$2,000,000 is strongly recommended) if driving, or that the driver has adequate liability insurance if I am carpooling. In all cases Footprint Adventures Inc., Victoria BC and/or any one or more of its AGENTS assumes no responsibility for your transportation to or from any ACTIVITY unless provided with vehicles owned and operated by Footprint Adventures Inc., Victoria BC. f) it is my sole responsibility to pay for all and any costs of rescue, special travel, medical attention, and other special outlay for myself personally, and to reimburse Footprint Adventures Inc., Victoria BC and/or any one or more of its AGENTS for all costs associated with these services as may be incurred by them for my benefit or at my request.

I acknowledge and accept all of the inherent risks associated with my participating in the ACTIVITY and the possibility of personal injury, death, property damage or loss resulting therefrom and agree to assume all the risks and waive notice of all conditions, danger or otherwise, in or about the ACTIVITY and to pay the cost of any medical attention rendered to me or to my benefit that may become necessary. Further, I acknowledge and agree that because of the remoteness of some of the areas where the ACTIVITY will take place in which I am participating, that first aid and medical treatment may be given to me by Footprint Adventures Inc., Victoria BC, and/or any one or more of its AGENTS, an instructor or medical personnel then in attendance in the event of an accident, injury, or any illness during the ACTIVITY.

I acknowledge that I have carefully read this RELEASE and that by entering into this agreement and signing the same, I am not relying on any oral or written representation or statements made by the Footprint Adventures Inc., Victoria BC including those in any brochure or calendars issued by Footprint Adventures Inc., Victoria BC to induce me to undertake this ACTIVITY and further agree that this RELEASE shall bind my heirs, next of kin, executors, administrators, and assigns. I agree that this RELEASE is to be interpreted pursuant to laws of the Province of British Columbia and understand that if I have any questions regarding this RELEASE and the waiving of my rights I shall consult a lawyer prior to signing this agreement.

AGE RESTRICTION: Participation in the activity/ties is restricted to age. If under 19 years of age please indicate your age\_\_\_\_\_.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature Participant
Signature of Parent/Guardian if under 19 years of age

Witness
Print Witness Name
Print Witness Address

Please turn over this page for additional requirements / information



**Additional Information Required:**

Phone #: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Optional Information:**

Email: \_\_\_\_\_  
*Please provide your email address if you would like to receive our e-news, special offers, discounts and Footprint Adventures announcements.*

**Privacy Policy:**

**Your personal information**

We only gather personal information that is necessary for the operation of the organization in order to deliver the best possible product and service to you. Footprint Adventures Inc. and affiliated associations collect and use personal information you provided on this document to meet legal and insurance requirements for operating or activities and services.

Footprint Adventures also uses the personal information provided (address) for marketing and business development purposes. If you choose to provide us with your email address we will include it in our database for regular communication from Footprint Adventures. Participants can notify us to have their email address removed from this database at any time.

Footprint Adventures will not sell your information or provide your information to others outside of our organization and its affiliate associations.

**By Signing Footprint Adventures Release I Understand and Agree:**

To inform Footprint Adventures of medical conditions that might affect my participation;  
To permit the use of video & pictures of my activities for promotional purposes;  
and, To play safe and enjoy the adventure.