



ACKNOWLEDGMENT OF RISK AGREEMENT FOR MINORS

BY SIGNING THIS DOCUMENT THE PARTICIPANT (under 19) AND THE PARTICIPANT'S PARENT/GUARDIAN ARE ACKNOWLEDGING THAT THERE ARE PHYSICAL RISKS AND HAZARDS INHERENT IN OUTDOOR ACTIVITIES, AND ARE ACCEPTING RESPONSIBILITY FOR INJURIES THE PARTICIPANT MAY SUSTAIN AS A RESULT OF THESE RISKS AND HAZARDS

DEFINITIONS

In this Agreement the term “**Club**” refers to: _____, the Federation of Mountain Clubs of BC, and their respective directors, officers, employees, members, volunteers, agents, independent contractors and subcontractors, representatives, successors, assigns and all persons acting under their authority.

In this Agreement the term “**Outdoor Activities**” shall include but is not limited to: mountaineering (glacier travel; rock, snow, ice and mixed; roped and un-roped), climbing (indoor, rock, ice, alpine, sport and mountain); backpacking, hiking, trail running, trekking; backcountry skiing, touring, telemark skiing, snowboarding and snowshoeing; alpine skiing, Nordic or cross-country skiing; cycling, mountain biking; water sports (swimming, kayaking, canoeing, sailing or boating); horseback riding; trail building, clearing and maintenance; building, maintaining and operating backcountry huts; and, all activities, services and use of facilities either provided by or arranged by the Club including orientation, instructional sessions or classes, skill development programs and all transportation, travel by or movement around helicopters, other aircraft or other vehicles or watercraft; and, all other activities and services in any way connected with or related to Outdoor Activities.

DESCRIPTION OF RISKS

I am aware that there are many potential **RISKS, DANGERS** and **HAZARDS** associated with Outdoor Activities including the **POSSIBLE RISK OF SEVERE OR FATAL INJURY**.

The terrain used for Outdoor Activities is uncontrolled, unmarked, ungroomed, not inspected, and involves many risks, dangers and hazards. Avalanches, rock, snow or ice falls and mudslides occur frequently in the terrain used for Outdoor Activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Club may fail to predict whether the terrain or current weather conditions are safe for use or travel, and whether avalanche hazards or other dangers or risks may occur.

The risks, dangers and hazards may include but are not limited to: rockfall, icefall, mudslides, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; extreme variations in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, tree wells, trees and other objects; falling trees; forest fires; concealed or exposed crevasses, ice bridges or bergschrunds; cornices and cornice falls; cliffs; variable and difficult snow or ice conditions, including unstable snow packs or ice; exposed or concealed holes or depressions on or below the surface or ground cover; still and moving water; lakes, streams, creeks and rivers, including crossings; cold water immersion; entrapment by trees, logs, rocks or equipment; drowning; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and lightning; dangerous and unpredictable water conditions, including waves, currents, rapids, white water and waterfalls; hypothermia; snow immersion; frostbite; effects of high altitude, including pulmonary edema and cerebral edema; loss of balance or control and slips, trips or falls, particularly on steep, slippery or difficult terrain and impacts or collisions with other persons, animals, equipment or objects; difficulty or inability to control one's speed and direction; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure, malfunction or loss; loss or damage to personal property; failure to act safely or within one's ability; encounters with domestic or wild animals; becoming lost, going off route or becoming separated from one's party; behavioural problems with the horse, including the horse being spooked, frightened or startled; riding a horse that is too aggressive or temperamental for one's riding ability; being thrown from, kicked, bitten or struck by the horse; negligent first aid; dangerous driving conditions and travel over poor roads; contracting Lyme disease or infectious diseases through viruses, including Covid-19, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons, including club members, guests and participants or members of the public; and, **NEGLIGENCE ON THE PART OF THE CLUB. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE CLUB TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OUTDOOR ACTIVITIES.** Communication in wilderness areas may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Mountain weather conditions may be extreme and can change rapidly and without warning.

AGREEMENT

In consideration of the Club allowing me to join the Club, to use Club cabins, and/or to participate in activities, programs or meetings organized or authorized by or on behalf of the Club including, but not limited to Club trips, camps, expeditions, orientation, instructional sessions, courses or classes, or skill development programs involving Outdoor Activities, I hereby agree as follows:

1. I certify that there is no other person who has legal entitlement to make decisions on my behalf.
2. I acknowledge that I am aware of the possible **RISKS, DANGERS** and **HAZARDS** associated with participating in Outdoor Activities including the **POSSIBLE RISK OF SEVERE OR FATAL INJURY**.
3. I release the Club of responsibility for any claims, demands and costs which arise out of my participation in Outdoor Activities organized by the Club.
4. Should I require emergency medical treatment as a result of accident or illness while participating in Outdoor Activities organized by the Club, I consent to such treatment.
5. I acknowledge and agree that I will be responsible for all expenses associated with non-scheduled or emergency evacuation, rescue, first aid or medical treatment that I may require and that these costs will not be covered by the Club.

Unless the executive of the Club directs otherwise or until the Participant turns 19 years of age, this Agreement shall apply to all subsequent membership renewals, use of Club cabins or participation in activities, programs or meetings organized or authorized by or on behalf of the Club including but not limited to Club trips, camps, expeditions, orientation, instructional sessions, courses or classes, or skill development programs involving Outdoor Activities.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Club with respect to the safety of Outdoor Activities, Club cabins and activities, programs, or meetings organized or authorized by or on behalf of the Club other than what is set forth in this Agreement.

I ACKNOWLEDGE MAKING THIS AGREEMENT

I confirm that I have read and understood this agreement and by signing it voluntarily I am agreeing to abide by these terms.

Date: _____

Participant Date of Birth (YYYY/MM/DD): _____

Participant's Signature

Parent/Guardian's Signature

Witness' Signature

Participant's Printed Name

Parent/Guardian's Printed Name

Witness' Printed name