

**Round the Mountain 2019**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS,**  
**ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,**  
**INCLUDING THE RIGHT TO SUE.**

**READ CAREFULLY!!**

Initial here to indicate you understand this statement

TO: Kimberley Trails Society, Kootenay Freewheelers' Cycling Club, Kootenay Orienteering, Resorts of the Canadian Rockies Inc., Kimberley Nature Park Society, Kimberley Nordic Club, Recreation Sites and Trails BC, Tourism Kimberley Society, Orienteering Canada, Orienteering Association of British Columbia, City of Kimberley, the Province of British Columbia all event sponsors, and including each of their principals, servants, agents, contractors, directors, officers, invitees, volunteers, customers and employees (herein collectively referred to as the "Releasees").

Participant Name:	Date of Birth(mm/dd/yyyy):
Name of Parent or Legal Guardian (if under 19):	
Address: Street	
City	Province/State
Postal Code	Country

**DEFINITION:** In this agreement, the term "Event" shall refer to the Round the Mountain Festival and includes all activities at or near the Event in Kimberley, B.C. or other activities facilitated by the Releasees regardless of location, including, without limitation, orienteering, navigating, walking, trekking, running, cycling, standing or otherwise being on course routes, trails, roads, pathways, gravel roads, pavement and during course inspections, training sessions, demonstrations, events, competitions and all activities and services in any way connected with or related to the Event.

**UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS:** I understand and acknowledge that participation in the Event involves many risks, dangers, and hazards in addition to those normally associated with trekking, running and cycling, including, without limitation, property damage, personal injury or death due to falls, collision with natural and man-made objects and with other participants, photographers, volunteers and spectators; loss of control due to variations in trail conditions, jumps, steepness and terrain features; improper course design or construction; failure of a structure; wasp or insect bites; **and the failure to engage in the Event activities safely or within one's ability or as instructed, lapses in my own attention, acts or omissions of other participants, acts or omissions and including what may be considered to be negligence by the Releasees including but not limited to the failure on the part of the Releasees to warn, safeguard or protect me from the risks, dangers, and hazards of the Event.** I am also aware that COLLISIONS AND SERIOUS INJURIES ARE COMMON OCCURRENCES WHILE PERFORMING THESE ACTIVITIES. INJURIES RESULTING FROM THESE ACTIVITIES CAN BE CATASTROPHIC IN NATURE, RESULTING IN SERIOUS BRAIN, NECK AND SPINE DAMAGE OR DEATH. I also further acknowledge that THE RISKS, DANGERS, AND HAZARDS LISTED ABOVE ARE INCREASED DURING THE EVENT DUE TO THE COMPETITIVE NATURE OF THE ACTIVITY AND THE FACT THAT THERE WILL BE MANY OTHER PARTICIPANTS ON THE COURSE. I acknowledge that photographers and spectators will be taking photos and video of the Event using lights that may shine or reflect on or at me during my participation at the Event and that this may affect my ability to safely participate in the Event.

**STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE:** I am in sound physical and mental condition and am able to take part in the Event, and can make informed, objective decisions. I have adequate experience, skill and ability to participate safely and competently in the Event. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if not covered I can and will personally pay for all such costs which I may incur.

**INDEMNITY FOR MINORS (IF APPLICABLE):** I agree that I am solely responsible for the care and supervision of my minor children participating in the Event and **and I will indemnify and hold harmless the Releasees from liability for harm suffered by them while participating in the Event.**

**ACCEPTANCE AND ASSUMPTION OF RISK:** I am aware of the risks, dangers and hazards of participating in the Event and totally accept all risks and responsibility for damages which I incur, including those listed above as well as those associated with the activities set out above but not foreseeable which may result in damages to myself, my property, or others or their property, including injury and death.

**ACCEPTANCE OF PERSONAL RESPONSIBILITY:** If I do not completely understand the use of any equipment or the application of any technique or in the completion of any activity that I am about to engage in or if I do not have sufficient knowledge of the hazards, I acknowledge that it is solely my responsibility to obtain such information and the Releasees are not under any obligation to assist me in this regard.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the services provided to me or my minor children by the Releasees and/or the use of the facilities of the Releasees and/or permission to participate in the Event and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, **I acknowledge and agree that the Releasees are relying upon all of the statements I have made above, and I further agree as follows:**

**1. I WAIVE ANY AND ALL CLAIMS** that I or my minor children have or in the future may have against the Releasees **AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities or equipment of the Releasees, (ii) my use of any equipment provided by the Releasees, (iii) participation in the the Event or other activities arranged in whole or in part by the Releasees, **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 OCCUPIER'S LIABILITY ACT (British Columbia) INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE EVENT.**

**2.** I hold harmless and indemnify the Releasees from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees on a solicitor and his own client basis, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which I or my minor children may cause to any individual or party in the course of my participation in any activity, for any reason.

**3.** I agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to myself and my property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me by others.

**4.** This agreement shall be effective and binding upon me, my estate, my legal representatives, and my next of kin as the case may be, for any and all injury, disease, illness, death, and damage.

**5.** This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the law of British Columbia and no other jurisdiction.

**6.** Any litigation involving parties to this agreement shall be brought solely within British Columbia and shall be in the exclusive jurisdiction of the courts of British Columbia.

**Acknowledgment and Acceptance of the Effect of this Agreement:** I have read and understand this Agreement and accept that by signing this document I have given up certain legal rights which I or my heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees other than those set forth in writing in this Agreement.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT.**

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

SIGNATURE OF PARTICIPANT (OR PARENT OR GUARDIAN FOR PERSONS UNDER 19)	WITNESS SIGNATURE
PRINT NAME CLEARLY	WITNESS NAME

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED, AND WITNESSED PRIOR TO ENGAGING IN ANY ACTIVITIES.**