

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(referred to below as the “Release Agreement”)

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**  
*PLEASE READ CAREFULLY*

Initial

<b>Name</b>	Last	First	Middle Initial
<b>Address</b>	Street	Apt #	
	City	Prov/State	Postal Code/Zip

**TO: STRATHCONA PARK LODGE LTD.** and its directors, officers, employees, agents, independent contractors, subcontractors, volunteers, successors, assigns, representatives, affiliates, and subsidiaries (collectively referred to as “SPL”).

**DEFINITION**

In this Release Agreement the term “**the Activities**” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by SPL and shall include, but is not limited to: whitewater, flat water and ocean canoeing and kayaking; stand up paddle boarding (SUP); high and low ropes courses; zip lines; rock climbing; tree climbing; hiking; backpacking; mountaineering; backcountry camping, including use of camp stoves and campfires; use of mountain bikes on man-made features, trails and roads; sightseeing; nature study; snow shoeing; caving; yoga; swimming; motor boating; sailing; rental of canoes, kayaks, sailboats, motor boats, bicycles and other equipment; instructional courses; seminars and sessions; transportation; food & beverage; water supply; rescue and first aid services; accommodation, and other such activities, events and services in any way connected with or related to those activities.

**ACKNOWLEDGEMENT - SAFETY**

I acknowledge that I have been advised to wear appropriate and approved safety equipment while participating in the Activities. These include an approved climbing harness and helmet for climbing and high element activities; personal floatation device (PFD) for all water activities; an approved cycling helmet while cycling; and paddling helmet for whitewater and surf kayaking. I am aware that there are employees, guides or instructors available to answer any questions that I may have as to the proper use of the equipment.

**ASSUMPTION OF RISKS**

I am aware that participation in the Activities involves many risks, dangers and hazards including, but not limited to: variable weather conditions, including storms, high wind, lightning; accidents which occur during transportation or travel to and from activity locations; loss of balance; difficulty or inability to control one’s speed and direction; variation in steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; slips and falls; overturning of boats; all water hazards including rocks, sweepers, strainers and currents; cold water immersion; creek or river crossings; rock fall; hypothermia; equipment failure; encounters with domestic animals and wildlife; collision with other persons, equipment, vehicles or objects; becoming lost or separated from the guides, instructors or other participants; failure to paddle, hike or cycle within one’s own ability or within designated areas; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF SPL, INCLUDING THE FAILURE BY SPL TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF THE ACTIVITIES.** Communication with emergency services 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. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for the Activities and that many are unmarked.

**I AM AWARE OF THE RISKS AND HAZARDS ASSOCIATED WITH THE ABOVE ACTIVITIES AND I ACCEPT AND ASSUME ALL SUCH RISKS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY RESULTING LOSS.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of SPL agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against SPL **AND TO RELEASE SPL** 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, as a result of my participation in the Activities, **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, ON THE PART OF SPL, AND FURTHER INCLUDING THE FAILURE ON THE PART OF SPL TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY SPL for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities;
3. That this Release Agreement shall be effective and binding upon my heirs and next of kin in the event of my death or incapacity;
4. That 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 province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to 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 Release Agreement I am not relying upon any oral or written representations or statements made by SPL with respect to the safety of the Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE TAKEN THE TIME TO READ AND UNDERSTAND 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, AND REPRESENTATIVES MAY HAVE AGAINST SPL.**

\_\_\_\_\_  
Date (m/d/y)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness



SCHOOL/GROUP: \_\_\_\_\_

Program Date: \_\_\_\_\_

**PARTICIPANT INFORMATION**

Name:	Usual first name	Age:	Date of Birth (m/d/y):
		Gender:	Preferred Pronoun:
Address (street/city/province/postal code):			
BC Care Card #		Other Health Insurance:	

<b>Parent/Guardian:</b>	<b>Emergency Contact:</b>
Email:	Relationship:
Phone:	Phone:
Alternate Phone:	Alternate Phone:

FOOD ALLERGIES	Reaction (Bring two Epi Pens if required)	Epi Pen required?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

**FOOD RESTRICTIONS**

- Gluten Free
- Celiac Disease
- No Pork
- Other (use additional page if necessary)
- No Red Meat
- Lactose intolerant (small amount OK)
- Vegan
- Lacto ovo vegetarian (eggs & dairy OK)
- Lacto vegetarian (dairy OK)
- Pescatarian (fish, eggs & dairy OK)

ALLERGIES (Environmental or medications)	Reaction	Treatment (bring 2 Epi Pens if required)

**HEALTH INFORMATION** Please attach a separate sheet or care plan if necessary

- Glasses/Contacts
- Hearing Aid
- Heart Condition
- Other significant health information:
- Diabetes
- ADHD
- Autism
- Recent Concussion
- Seizure Disorder
- Migraine Headache
- Recent Injury (describe below)
- Frequent infection (describe below)
- Anxiety/Phobia (describe below)
- Bedwetting
- Asthma
- H/L blood pressure

**Prescribed Medications** Please list medication name, what it is used for, dosage, time given.


**Tetanus Shot** IMPORTANT INFORMATION. Children in BC receive a tetanus booster in Kindergarten and Grade 9.

- Tetanus (within last 5 years)
- Tetanus (within last 10 years)
- Choose not to immunize

**SWIMMING ABILITY**

- Able to swim 100m
- Able to swim 25m
- Non-swimmer

**Non-swimmers:** are you comfortable in deep water while wearing a lifejacket?  Yes  No

**CONSENT TO MEDICAL TREATMENT** In the event of a medical emergency, if I am not immediately contactable, I give my consent to treatment to the health care providers (doctors, hospital medical staff, first aid attendants) chosen by the directors of Strathcona Park Lodge, to provide whatever treatment is medically necessary for the Participant.

**I have completed this medical form accurately, truthfully, and to the best of my knowledge as of today's date.**

\_\_\_\_\_  
Signature of adult participant or parent/guardian for youth

\_\_\_\_\_  
Today's date (m/d/y)