

**FITNESS ACTIVITIES WAIVER**

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

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE  
OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

INITIAL

First Name		Last Name		Date of Birth (dd/mmm/yyyy)
Street			City	Prov.
Postal Code	Phone	Email		

**TO: Western Educational Adventures Incorporated, Western Educational Adventure Society** and their directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees").

**DEFINITIONS**

The term "Fitness Activities" includes all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: trail running; fitness training; fitness equipment use; fitness activities; fitness classes; spin classes; strength training; weight training; dry-land training and all related facility use; transportation or travel; loading, unloading and storage of fitness equipment and transportation by vehicles; and all other activities and services that are organized, provided, arranged, conducted, promoted or authorized by the Releasees.

**ASSUMPTION OF RISKS**

I am aware that participating in Fitness Activities involves various risks, dangers and hazards including, but not limited to: accidents which occur during transportation or travel to and from the locations where the Fitness Activities take place; travel through mountainous, alpine and backcountry terrain; slips, trips and falls; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; exposure to temperature extremes or inclement weather; encounters with domestic or wild animals; high winds; equipment failure; mechanical failure or improper use of fitness equipment; collapse of natural or constructed features such as bridges, ramps, ladders, roofs and buildings; collisions with natural and constructed objects, vehicles or other persons including pedestrians; facial, eye and bodily injuries; miscellaneous health problems related to over-exposure to the sun; insect bites; fatigue, stress, dehydration, exertion and lack of fitness; personal property damage and third party property damage; infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact; negligent first aid; negligence, inattention or inexperience of other participants or third parties; becoming lost or separated from ones group; and **NEGLIGENCE 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN VOLUNTEER ACTIVITIES AND FITNESS ACTIVITIES.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE VOLUNTEER ACTIVITIES AND FITNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

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

In consideration of the Releasees permitting me to participate in Fitness Activities and permitting my use of their equipment, vehicles, parking lots and all other facilities, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees, and **TO RELEASE THE RELEASEES** 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 resulting from any aspect of my participation in Volunteer Activities and/or Fitness 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 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN VOLUNTEER ACTIVITIES AND/OR FITNESS ACTIVITIES;

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Volunteer Activities and/or Fitness Activities;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
- 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 British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

**PHOTO/VIDEO RELEASE - I hereby grant permission to the Releasees to use photographs or videos taken during my participation in the Volunteer Activities for advertising, promotional and marketing purposes.**

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of participating in Volunteer Activities other than what is set forth in this Release Agreement.

**I HAVE READ THIS RELEASE AGREEMENT 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN VOLUNTEER ACTIVITIES AND/OR FITNESS ACTIVITIES.**

Date (dd/mmm/yyyy) \_\_\_\_\_

Signature of Participant
Print Name of Participant

Signature of Witness
Print Name of Witness