

- AST Instructors are not employees, agents, representatives, independent contractors or subcontractors of AvCan.
- AvCan assumes no liability for loss, injury or death incurred during participation in AST programs.

INITIAL

ASSUMPTION OF RISKS - AVALANCHES, MOUNTAIN TRAVEL, WEATHER, ETC. I am aware that the field sessions of the Avalanche Skills Training program may take place in mountainous or backcountry terrain and involve various risks, dangers and hazards. I acknowledge and accept that the AST Instructor may fail to predict whether the terrain is safe for travel or whether avalanches may occur. Further risks, dangers or hazards may include but are not limited to: ice and snow cornices; trees, tree wells and tree stumps; creeks; rocks and boulders; forest deadfall; holes and depressions on or beneath the snow surface; cliffs; variable and difficult snow conditions; crevasses; winter travel on highways and backcountry roads; snowcat roads and road banks, fences, and other man-made structures; becoming lost or separated from the Instructor or other Course participants; extreme and rapidly changing weather conditions; observing or participating in snow control programs, encounters with hunters or domestic or wild animals, including bears; negligence of other persons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; mechanical failure of ski lifts, snowmobiles, snowcats and related equipment; impact or collision with other persons or snowmobiles, snowcats and other vehicles; failure to operate a snowmobile safely or within one's own ability; **AND NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE AVALANCHE SKILLS TRAINING PROGRAM AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the Avalanche Skills Training Course, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees arising out of any aspect of my participation in the Avalanche Skills Training Course 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 during my participation in the Course, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, 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 REFERRED TO ABOVE;**

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2. 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 the Avalanche Skills Training Course;
3. 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;
4. 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 jurisdiction in which the Course is taught and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the jurisdiction in which the Course is taught.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Avalanche Skills Training Course, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN AVALANCHE SKILLS TRAINING COURSES

Signature of Participant

Date

Signature of Witness

Name of Witness (please print)

Signature of Parent or Guardian (if Participant under age 19)

Name of Parent or Guardian