Outdoor Training & Programs

 ASSUMPTION OF RISK AND CONSENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have been informed, understand and am aware that recreational outdoor activities have a special element of risk.

When participating in outdoor activities, guided events, and tours, I understand that risks such as, but not limited to, sudden weather changes, encounters with wild animals, loose and unsure footing, and cold temperatures are things that the guide(s) cannot control and I am responsible for ensuring that I am prepared for these conditions. However, in the event of including, but not limited to, physical injury resulting from the participation of outdoor activities, no medical treatment or monetary compensation will be provided by JADEFit. I assume the full risk associated with my participation in the outdoor activities and hereby, release, indemnify, and hold harmless JADEFit, its partners, employees, and agents from and against any and all claims, damages, or liability arising from or related to my participation in the outdoor activities including, but not limited to, personal injury or death.

**REFUNDS:**

If the client is unable to attend due to medical complications a refund will be provided at the discretion of JADEFit if proof in the form of a certificate from a practicing medical doctor is provided to JADEFit. Every effort will be made to keep the date of our outdoor events. In circumstances of extreme weather and the event is canceled we will provide a credit towards another outdoor trip or one of our weekly classes or training. **No cash refunds are provided for outdoor trips.**

\_\_\_\_\_\_\_x initial **If you need to be airlifted out of an area, the cost will be your responsibility. JADEFit will not reimburse or otherwise pay for the cost of an unscheduled airlift or medical evacuation.**

I am 18 years of age or older and I am competent to contract in my own name. I have read this document before signing below, and I fully understand the contents, meaning and impact of this. Assumption of Risk and Consent. This Assumption of Risk and Consent agreement is binding on me, my heirs, executors, administrators, and assigns.

Client Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name and phone number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship of emergency contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Guided Hikes and Tours

 ASSUMPTION OF RISK AND CONSENT

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Phone | Email | Address |
|  |  |  |  |
| Emergency Contact | Medical History | Allergies |  |
|  |  |  |  |
| Trip Date |  | Guides |  |

TO: JADEFit and their directors, officers, employees, supervising guides, apprentice guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the “**Releasees**”)

**DEFINITIONS**

"**Wilderness Activities**" shall include but is not limited to:, snowshoeing, hiking, and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, and water supply.

“**Negligence**” includes the failure by the Releasees to use such care as a reasonably prudent and careful guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

**I am aware of the risks, dangers and hazards associated with wilderness activities 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.**

**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

**ASSUMPTION OF RISKS – ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER**

I am aware that participation in wilderness activities involves many risks, dangers and hazards. These may include, but are not limited to:

1. cliffs;
2. trees and tree wells;
3. tree stumps;
4. forest dead fall;
5. creeks;
6. rocks;
7. rockfall;
8. boulders;
9. lightning;
10. effects of high altitude including pulmonary edema and cerebral edema;
11. snow immersion;
12. equipment failure;
13. encounters with dangerous or poisonous flora and fauna;
14. impact or collision with other persons;
15. becoming lost or separated from one’s party or guide;
16. slips, trips and falls;
17. infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact;
18. negligence of other persons; and
19. **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 wilderness activities.

Communication in the alpine terrain 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. Alpine weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene.

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

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Release Agreement, 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 as a result of my participation in wilderness 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 any applicable occupier’s liability legislation on the part of the releasees.**
2. **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 wilderness activities referred to above;**
3. 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 wilderness activities;
4. 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;
5. 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 where the wilderness activities take place and no other jurisdiction; and
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the wilderness activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

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 wilderness activities, other than what is set forth in this Release Agreement.

I confirm that I have 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, assigns and representatives may have against the Releasees.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of the Agreement.

Witness Signature

Please Print Name of Witness

Signature of client/student

Date

Signature of Parent or Guardian if under age 18