

**Field Leader Course Offered by the Outdoor Council of Canada / Conseil
canadien de plein air**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

I UNDERSTAND THAT BY SIGNING THIS RELEASE AGREEMENT, I WILL GIVE UP OR WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION SHOULD I BE INJURED. I ALSO UNDERSTAND THAT SUCCESSFUL COMPLETION OF A FIELD LEADER COURSE DOES NOT IN ITSELF QUALIFY ME TO SAFELY TRAVEL OR LEAD IN NATURAL ENVIRONMENTS.

PLEASE READ CAREFULLY!

INITIAL

Name:		
Mailing Address:		
City:	Province:	Postal code:
Email Address:	Phone #:	Date of Birth (dd/mm/yr) __/__/__

TO: OUTDOOR COUNCIL OF CANADA / CONSEIL CANADIEN DE PLEIN AIR (OCC/CCPA) AND ALL OPERATORS, PROPERTY OWNERS AND INDIVIDUALS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE TEACHING OF FIELD LEADER COURSES AND ALL FIELD LEADER SPONSORS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (ALL OF WHOM ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "RELEASEES")

DEFINITIONS

In this Release Agreement:

- a) The term "**OUTDOOR TRAVEL**" shall include, but is not limited to: hiking, skiing; snowboarding; snowshoeing; paddling and horse riding; and all travel by snowmobile, snowcat, motor vehicle, aircraft, helicopter and other conveyances.
- b) The term "**FIELD LEADER COURSES**" shall include all courses, seminars, workshops, field activities, services and use of facilities in any way related to the Field Leader course I am participating in including, but not limited to: classroom sessions; field trips; and all outdoor travel either within or beyond urban areas or in the backcountry; and all transportation by air or on public or private roads or highways in connection with the course.

ASSUMPTION OF RISKS FOR OUTDOOR TRAVEL, WEATHER, ETC. I am aware that the field sessions of the Field Leader courses may take place in natural and/or wilderness terrain and involve various risks, dangers and hazards. I acknowledge and accept that the Field Leader Instructor may fail to predict whether the terrain is safe for travel. Further risks, dangers or hazards may include but are not limited to: slippery surfaces; weather conditions including rain, snow, wind, cold, heat, and electrical storms; water hazards; equine hazards; travel on highways and backcountry roads and other man-made structures; becoming lost or separated from the Instructor or other Course participants; encounters with hunters, domestic or wild animals, poisonous plants; negligence of other persons; 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

INITIAL

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE FIELD LEADER COURSES 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 Field Leader Course, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 Field Leader 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE:

INITIAL

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 Field Leader 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 Field Leader Course, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD 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.

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