

### Release of Liability Waiver Form for Sheep River Ramblers

*By completing and signing this Waiver you acknowledge that you agree to and understand the terms and conditions herein. You are waiving certain legal rights, including the right to sue the Sheep River Library, Sheep River Ramblers (SRR) club, its organizers, directors, officers, employees, members, assistant instructors, guides, leaders, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (collectively the "Releasees") even if they were negligent and their negligence resulted in injury to yourself or your property or in your death. You also agree to follow all the recommendations of public health authorities surrounding COVID-19 pandemic. Please read this Waiver carefully. You are advised to seek independent legal advice to completely understand the implications of this Form.*

#### **WARNING:**

**BY SIGNING THIS WAIVER, YOU WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT RESULTING IN ANY INJURY TO YOURSELF OR YOUR PROPERTY. YOU ALSO WAIVE CERTAIN LEGAL RIGHTS WHICH YOUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. BY SIGNING THIS WAIVER, YOU ARE ASSUMING BOTH PHYSICAL AND LEGAL RISKS THAT HAVE POTENTIAL FINANCIAL IMPLICATIONS FOR YOURSELF AND/OR YOUR FAMILY SHOULD YOU BE INJURED OR KILLED WHILE PARTICIPATING IN ANY SHEEP RIVER RAMBLERS' ACTIVITY.**

#### **I HEREBY ACKNOWLEDGE AND AGREE THAT:**

In this Waiver, the term "**SRR Activities**" or "**SRR Activity**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: mountaineering, skiing, hiking, walking, ice climbing, snowshoeing and other forms of backcountry travel; rental or use of skis, poles, ice-crimps or other equipment; loading, unloading and travel by or movement in or around motor vehicles; and other activities, events and services in any way connected with or related to the foregoing.

I, the signee, am aware and acknowledge that participation in the SRR Activities carries with it inherent risks including, but not limited to, the risk of injury or death. Weather during the course of the SRR Activities is unpredictable and likely to change without notice; the terrain used in the SRR Activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers, and hazards. These risks and hazards may include, but are not limited to: wild animals, cliffs, trees, walking paths, tree wells, stumps, creeks, rocks, boulders, forest deadfall, holes, avalanche terrain, holes and depressions, or other difficult conditions, collisions with other persons or objects, or becoming separated from the party or guide 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 SRR activities. I, the signee, freely accept and fully assume all such risk(s). It is the responsibility of each participant of an SRR Activity to familiarize and prepare themselves with the risks of those SRR Activities, to weigh those risks against the advantages, and to decide whether or not to participate. The Releasees cannot, and will not, assume liability in respect of any of these risks, dangers, hazards and liabilities. Participants further acknowledge that it is their responsibility to ensure that they carry adequate medical, extended health, dental and accident insurance coverage, as well as protection for personal possessions. **It is the participant's individual responsibility to verify that they are in good health and are physically capable of carrying out the SRR Activity.**

**I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH SRR ACTIVITIES AND I FREELY ACCEPT AND ASSUME ALL SUCH RISKS, DANGERS, HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, SICKNESS (INCLUDING COVID-19), DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREOF.**

#### **THIS RELEASE OF LIABILITY WAIVER:**

- Applies to all SRR Activities in which I participate whether occurring in the near or distant future.
- Only has to be signed **Once A Year** in conjunction with acquiring my initial Sheep River Library membership or a renewal of said membership.
- Need not be brought to my attention each time I participate in the SRR Activities to be effective.
- Does not have to be signed for each activity in which I may participate.



I am aware that the members of the SRR, acting as trip coordinators of SRR Activities, are not professional leaders, guides, or licensed first aid attendants. I am aware that the volunteer trip coordinators may not have completed an outdoor leadership course or have first aid (including wilderness) training or experience in either, and are not responsible for my safety or that of any guests, children and/or pets I bring while participating in such activity. I am aware that other participants with me in the activity are not responsible for my safety or that of any guests, children and/or pets I bring.

I acknowledge that SRR is not responsible for providing transportation to and from the activity location and that I may have to make my own private arrangements for my transportation. If I participate in carpooling with other participants in a particular event, then I do so entirely at my own risk and without any right to claim against the SRR for any loss, damages, or personal injury whatsoever I may suffer. I agree to assume all of the risks and responsibilities associated with my transportation to and from the activity location.

SRR is a free membership club. There are no paid guides. Organizers plan trips and allow members to come on their own free will. Everyone is responsible for their own actions, and we hike together as would a group of friends. We will watch out for each other, and take care of each other as best we can. Therefore, in consideration of being allowed to participate, individuals release the hiking club, and its organizers, executive, webmasters, email senders and members from all liability in respect of any personal injury suffered, any damage or loss of personal property, which may arise out of participation in a hiking club activity.

**The SRR WILL NOT permit me to participate in any activities unless I sign this Release of Liability Waiver. The SRR will not permit me to bring a guest or a child to any activities unless the guest or a parent (legal guardian) of the child signs this Release of Liability Waiver.**

I am of the full age of at least 18 years. This Waiver is valid **for ONE year from the date it is signed and coincides with the acquiring/renewal of the Sheep River Library membership.**

**I AM EXECUTING THIS WAIVER FREELY AND VOLUNTARILY WITHOUT ANY COMPULSION ON THE PART OF SRR. I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS WAIVER IN ITS ENTIRETY.**

First & Last Name of Participant	Signature	Emergency Contact Name*	Contact Number
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Date	Email Address	Participant's Phone Number	

**\*It is best if your emergency contact person is someone close to you who normally would not participate in the SRR activities.**

**Collection of Personal Information:**

*Personal information is collected under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy Act and is protected under this act. If you have any questions on disclosures or use of this information, please ask your librarian. By signing this Agreement, I consent to the Sheep River Library and the Sheep River Ramblers collecting my personal information.*