

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN
ACCIDENT**

PLEASE READ CAREFULLY!

Initials: _____

UNIVERSITY OF TORONTO OUTING CLUB

ACTIVITY NAME: _____ **ACTIVITY DATE(S):** _____

TO: University of Toronto Outing Club (UTOC) and its directors, officers, leaders, members, trip leaders, coaches/instructors, trainers, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns, participants and organizations participating in or connected with the activities as defined below and HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY PARKS CANADA and (hereinafter collectively referred to as the "**RELEASEES**").

DEFINITIONS

In this Release Agreement, the term "**UTOC Activities**" 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, rock climbing, bouldering, skiing, snowboarding, snowmobiling, camping, hiking, canoeing, swimming, ice climbing, snowshoeing and other forms of backcountry travel; rental or use of camping equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles, fixed wing aircraft, watercraft and motor vehicles; and other activities, events and services in any way connected with or related to the foregoing.

DESCRIPTION OF RISKS

In consideration of my participation in UTOC, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in UTOC, (including the possible risk of severe or fatal injury to myself or others). These risks include but are not limited to the following:

- a.** all manner of injuries resulting in muscular injuries and soft tissue including bruises, scrapes, cuts etc, from executing strenuous and demanding physical techniques, collisions with or failure in proper use of the equipment or techniques either by myself or other participants;
- b.** all manner of injuries resulting in sprains, dislocations, concussions, and broken bones;
- c.** all manner of head, facial, eye and/or dental injuries;

- d.** increased risk of injury as I become fatigued, experience pain, frustration, humiliation, and/or performance anxiety;
- e.** the risk of drowning including but not limited to, resulting from equipment entanglement, falling out of boating vessels into the water or being knocked unconscious in the water;
- f.** injuries resulting from abrasion from the pool surface, my physical body hitting a piece of equipment, pool surface or being hit by other paddlers, and hazards related to travel in and on lakes, rivers, or seas;
- g.** on outdoor trips extreme changes in weather or temperatures which may result in heat-stroke, sunstroke, or hypothermia and where applicable remoteness of location can result in poor communications & inability to get rescue or medical assistance quickly or easily;
- h.** unfamiliar country, where the participant may become lost, get off course or be separated from the group;
- i.** steep terrain where a fall or rock fall may cause injury or death;
- j.** risks associated with camping outdoor, use of camp equipment and building, lighting or cooking on open or closed in fires;
- k.** risks associated with travel to and from locations including transport by public or private motor vehicle, helicopter, train, and light fixed-wing aircraft and handling of equipment including, but not limited to, canoes, skis, backpacks, and bicycles (either loading, unloading or carrying to different locations); and
- l.** death injuries and illnesses resulting from failure to follow directions from instructors or those in charge of outdoor trips, including those specifying: i) staying with the group at all times unless the instructors or those in charge are consulted and provide consent; ii) where required and instructed to be wearing an approved personal floatation device completely fastened at all times on and around water; and iii) safe use of tools and other equipment where required.

Initials: _____

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER, SICKNESS, COVID-19, ETC.

I am aware that participating in UTOC Activities involves many risks, dangers and hazards. Avalanches occur occasionally in the terrain used for some UTOC Activities and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for UTOC Activities or whether an avalanche may occur. The terrain used for UTOC Activities is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures; snow immersion; impact or collision with other persons or objects; slips, trips and falls; becoming lost or separated from one's party or guide; negligence of other persons, including other guests; 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 UTOC ACTIVITIES.** I am aware that during the course of the UTOC

Activities I may catch a sickness, including but not limited to influenza or Covid-19, from other participants in the UTOC Activities or the Releasees. I am aware that communication in the alpine terrain is difficult and in the event of an accident or my sickness, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous.

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

Initials: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me to participate in UTOC Activities, 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 UTOC 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 OCCUPIERS LIABILITY LEGISLATION 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 UTOC ACTIVITIES.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, personal injury or sickness (including Covid-19) to any third party resulting from my participation in UTOC Activities;
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 Province or Territory in which the UTOC Activities take place and no other jurisdiction;
5. TO FOLLOW the Releasees' constitution and bylaws and to follow all the instructions and rules given by those responsible for or in charge of any UTOC Activities while I am a member and/or participating in UTOC Activities. I understand and accept that the constitution, bylaws, instructors and rules are in place to provide a safe environment for the entire membership; and
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province or Territory in which the UTOC Activities take place and shall be within the exclusive jurisdiction of the Courts of that Province or Territory.

Initials: _____

MEDICAL/HEALTH & TRAVEL INSURANCE

1. **I AM SOLELY RESPONSIBLE** to select and purchase adequate medical/health insurance. No medical/health insurance will be provided by the Club. In the event of a medical/health problem, the Club accepts no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses, which may be incurred by my membership and/or participation in the Club Activities.
2. **I AM SOLELY RESPONSIBLE** to select and purchase adequate travel insurance when and if required. The Club will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets. The Club accepts no responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by my membership and/or participation relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

Initials: _____

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 participating in UTOC Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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, ADMINISTRATOR, ASSIGNS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASEES.

I have read the Release Agreement printed above and I agree to be bound by those conditions.		
Name of Participant		Signature of Participant (Signature of Parent/Guardian if participant is under age of majority)
Date (dd/mm/yyyy)	Emergency Contact (name and phone number)	Name and Signature of Witness