

2017 ALBERTA ORIENTEERING CHAMPIONSHIPS (AOC)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (FOR PARTICIPANTS 18 YEARS OF AGE AND OLDER)

WARNING!

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement. As a Participant in the programs, activities and events of the AOC, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. AOC, Orienteering Canada, Alberta Orienteering Association, Foothills Wanderers Orienteering Club, Alberta Environment and Parks, Canmore Nordic Centre, their respective directors, officers, committee members, members, employees, marshals, volunteers, officials, participants, agents, owner's/operator's of facilities, and representatives (collectively the "Championships") are not responsible for any injury, damage or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Championships.

I have read and agree to be bound by paragraphs 1 and 2.

Initials: _____

Description of Risks

3. In consideration of my participation in the programs, activities and events of the Championships, I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such programs activities and events. The risks and hazards include, but are not limited to, injuries from:
 - a) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops;
 - b) Uneven landscape terrain which could result in sprains, cuts, abrasions, dislocations, breaks, impalements, contusions, etc.
 - c) Collision with trees, rocks, fences, ruins, man-made objects;
 - d) Falling down slopes, gullies, ditches, pits, depressions, etc.;
 - e) Unstable or extreme weather conditions - rain, sleet, hail, snow, severe storms - which may cause unstable surfaces/footing or hypothermia;
 - f) Excessive hot/humid weather conditions which may result in heatstroke, heat exhaustion, sunstroke or disorientation (thereby getting lost on the map);
 - g) Encounters with aggressive wild life – bears, coyotes, elk, deer, cougars, snakes which could result in injury;
 - h) Improper Use of Bear Spray that could result in temporary loss of sight and severe restriction of breathing;
 - i) Remoteness of the location with poor communication ability and inability to get rescue/medical aid assistance easily or quickly;
4. Furthermore, I am aware:
 - a) That any injuries sustained can be severe, even deadly, and result in reduced mobility, loss of income, etc.;
 - b) That I may experience anxiety while challenging myself during the activities, events and programs;
 - c) That I may come into close contact with wild life, despite the best efforts of the Championships to keep the course clear of danger before and during the event;
 - d) That my risk of injury is reduced if I follow all rules and safety guidelines established for participation, including mandatory bear spray; and
 - e) That my risk of injury increases as I become fatigued.

Release of Liability

5. In consideration of the Championships allowing me to participate, I agree:
 - a) That my physical condition is suitable for the activities;
 - b) To accept the responsibility for paying close attention to my surroundings in the applicable area, course or field on which I participate and satisfying myself as to its safety;
 - c) To watch the Bear Safety video (regarding Bear Encounters and the Proper Use of Bear Spray) on the AOC website and attend the Bear Safety workshop at the AOC site, prior to entering the course;
 - d) To carry the mandatory Bear Spray with me at all times and to carry it/use it in accordance with the safety video provided;
 - e) To freely ACCEPT AND FULLY ASSUME all risks arising out of, associated with, or related to my participation;
 - f) To be solely responsible for any injury, loss or damage that I might sustain while participating; and
 - g) To FOREVER RELEASE the Championships from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not

limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Championships.

I have read and agree to be bound by paragraphs 3 - 5.

Initials: _____

Acknowledgement

6. I acknowledge that I have read and understood this waiver and indemnity Agreement, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

7. I acknowledge that by signing this Agreement, I agree to be bound by all that is contained in this Legal Agreement even if I have not read the agreement.

I have read and agree to be bound by paragraphs 6 and 7.

Initials: _____

THIS AGREEMENT TO BE INITIALLED 3 TIMES ABOVE AND SIGNED AND WITNESSED BELOW

Name of Participant

Date

Signature of Participant

Name of Witness

Date

Signature of Witness