

**2022 Fernie Mountain Bike Club Registration Form and Waiver**

<b>RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ("RELEASE AGREEMENT")</b>			
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!			
			<b>INITIAL</b>
<b>NAME</b>	<b>LAST</b>	<b>FIRST</b>	<b>Age:</b>

**TO:** THE FERNIE TRAILS ALLIANCE ASSOCIATION, THE FERNIE TRAILS ALLIANCE, THE FERNIE MOUNTAIN BIKE CLUB, THE FERNIE TRAILS & SKI TOURING CLUB, THE FERNIE NORDIC SOCIETY, STAG LEAP RUNNING CO., AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, GUIDES, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SUPPLIERS, HOSTS, VOLUNTEERS, SUCCESSORS AND ASSIGNS (hereinafter referred to as the "Operators").

**AND TO:** THE CORPORATION OF THE CITY OF FERNIE, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, BRITISH COLUMBIA PARKS, KTUNAXA NATION COUNCIL SOCIETY, KTUNAXA KINBASKET TREATY FINANCINA SOCIETY, RESORTS OF THE CANADIAN ROCKIES INC. (doing business as FERNIE ALPINE RESORT), CANWEL BUILDING MATERIALS CORP., CANWEL TIMBER LTD., EAST KOOTENAY LAND CORP., MONTANE DEVELOPMENTS LTD., PARASTONE DEVELOPMENTS LTD., RIDGEMONT HOLDINGS LTD., CHARLES SHOESMITH, DEBORAH SHOESMITH, SHOESMITH ENTERPRISES LTD., TARAH LEGGOTT, THOMAS LEGGOTT, CINDY MYLREA, BRIAN WHITNEY, KARL EDWARD EHRLER, CHRISTINE FRANCIS JAEGLI, ISLAND LAKE HOLDINGS LTD., ISLAND LAKE RESORT GROUP (2003) INC., THREE BEARS LIMITED PARTNERSHIP (doing business as Island Lake Lodge, Island Lake Catskiing and Mountain Pursuits), 1386860 ALBERTA LTD., CEDARS COMMUNITY DEVELOPMENT INC., GALLOWAY LUMBER COMPANY LTD., CRE BRICKERS LP, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, GUIDES, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SUPPLIERS, HOSTS, VOLUNTEERS, SUCCESSORS AND ASSIGNS (the "Property Owners")

**DEFINITIONS**

In this Release Agreement:

- the term "Releasees" shall include the Operators and the Property Owners as set out above;
- the term "Outdoor Mountain Trail Use" shall include the use of any trails, regardless of location or state of repair, for any activity including, but not limited to, biking, mountain biking, e-biking, walking, hiking, running, skiing, snowshoeing and any other form of backcountry travel, including the use of the lands adjacent to and surrounding any trails and at any time of the year; any event or activity organized by the Operators, any transportation or travel arranged or organized by the Operators, use of trails for any purpose; recreational activities undertaken during an event, race or tour; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads and trails; construction or maintenance of trails; hauling or transportation of tools or building materials; motorized or non-motorized grooming of winter trails and use thereof; and other activities, events and services in any way connected with or related to Outdoor Mountain Trail Use.

**ASSUMPTION OF RISKS – OUTDOOR MOUNTAIN TRAIL USE:** I am aware that Outdoor Mountain Trail Use involves risks, dangers, hazards, obstacles, injury and avalanches, all of which occur frequently in the terrain used for Outdoor Mountain Trail Use and may be caused by natural forces or by other persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to keep the trails and areas adjacent thereto free of hazards. The terrain used for Outdoor Mountain Trail Use is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: cliffs, trees, tree stumps, tree wells, rocks, ruts, creeks, boulders, forest deadfall, holes and depressions on or beneath the trail surface, variable and difficult weather conditions, changes or variations in the terrain which may create blind spots or areas of reduced visibility, man-made and natural obstacles, crevasses, travel on back-country roads, snowcat roads, road-banks and cut-banks, hand or power tools, motorized equipment, snowmobiles, impact or collision with other trail users, bikes and/or vehicles, becoming lost or separated from the guides or other participants, mechanical failure of mountain bikes, skis, snowshoes and related equipment, extreme and rapidly changing weather conditions, encounter with domestic or wild animals including dogs, bears, moose and cougar, avalanches, the failure to operate a mountain bike safely or within one's own ability, loss of balance or control, slips, trips and falls, becoming lost or separated from one's party, negligent first aid, negligent search and rescue, negligence of other persons, including other trail users, 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 THE RISKS, DANGERS AND HAZARDS OF OUTDOOR MOUNTAIN TRAIL USE.** Communication in outdoor mountain areas is difficult and in the event of an accident, rescue and medical treatment may not be available. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, INCLUDING SUCH PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS CAUSED BY THE NEGLIGENCE ON THE PART OF THE RELEASEES.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** - In consideration of **THE RELEASEES** allowing me to participate in Outdoor Mountain Trail Use and permitting use of their land for Outdoor Mountain Trail Use, and the building and maintaining the trails 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 have in the future 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 Outdoor Mountain Trail Use **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES REFERRED TO ABOVE;**

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 Outdoor Mountain Trail Use;
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 of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

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 UNDERSTOOD THE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.**

Signed this _____ day of _____, 2022	Signature of Participant
Witness Signature:	Print name clearly:
Print Witness Name:	Signature of Parent/Guardian (if participant under the age of 19: