



ACKNOWLEDGMENT OF RISK FOR MINORS

BY SIGNING THIS ACKNOWLEDGMENT OF RISK FOR MINORS, THE PARTICIPANT (MINOR) AND THE PARTICIPANT'S PARENT/GUARDIAN:

- 1. ACKNOWLEDGE THERE ARE RISKS, DANGERS AND HAZARDS INHERENT IN OUTDOOR ACTIVITIES;**
- 2. ASSUME FULLY SUCH RISKS, DANGERS AND HAZARDS; AND,**
- 3. ACCEPT RESPONSIBILITY FOR ALL COSTS AND EXPENSES ASSOCIATED WITH FIRST AID, MEDICAL TREATMENT, EMERGENCY OR NON-SCHEDULED EVACUATION AND RESCUE**

PLEASE READ CAREFULLY

SIGNATURE OF PARTICIPANT'S PARENT/GUARDIAN

SIGNATURE OF PARTICIPANT (MINOR)

To: Comox District Mountaineering Club (the "FMCBC Member Club"), Federation of Mountain Clubs of BC, and their respective directors, officers, employees, members, volunteers, agents, independent contractors, subcontractors, representatives, successors, assigns and all persons acting under their authority

DEFINITIONS

In this Acknowledgment of Risk for Minors ("Acknowledgement"), the term

1. "Club" shall include the FMCBC Member Club, Federation of Mountain Clubs of BC, their respective directors, officers, employees, members, volunteers, agents, independent contractors, subcontractors, representatives, successors, assigns and all persons acting under their authority.
2. "Outdoor Activities" shall include but are not limited to mountaineering (including glacier travel; rock, snow, ice and mixed; roped and un-roped), climbing (including indoor, rock, ice, alpine, bouldering, sport and mountain); backpacking, hiking, trail running, trekking; backcountry skiing, touring, telemark skiing, snowboarding and snowshoeing; alpine skiing, Nordic or cross-country skiing; cycling, mountain biking, use of electric bicycles (e-bikes); water sports (swimming, kayaking, canoeing, sailing or boating); trail building, clearing and maintenance; building, maintaining and operating backcountry huts; and, all activities, services and use of facilities either provided by or arranged by the Club including orientation, instructional sessions or classes, skill development programs and all transportation, travel by or movement around helicopters, other aircraft or other vehicles or watercraft; and, all other activities and services in any way connected with or related to Outdoor Activities.

RISKS, DANGERS AND HAZARDS OF OUTDOOR ACTIVITIES

Participation in Outdoor Activities involves risks, dangers and hazards, including **RISK OF SEVERE INJURY OR DEATH**.

The **TERRAIN** used for Outdoor Activities is uncontrolled, unmarked, ungroomed, not inspected, and involves many risks, dangers and hazards. Avalanches, rock, snow or ice falls and mudslides occur frequently in the terrain used for Outdoor Activities and may be caused by natural forces or by persons travelling through the terrain. Mountain **WEATHER** may be extreme and can change rapidly and without warning. The Club may fail to predict whether the terrain or current weather conditions are safe for use or travel, and whether avalanche hazards or other dangers or risks may occur.

RISKS, DANGERS AND HAZARDS associated with Outdoor Activities may include, but are not limited to: Rockfall, icefall, mudslides, avalanches of snow, ice and rock triggered by natural forces, by persons travelling through the terrain or other causes; extreme variations in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, tree wells, trees and other objects; falling trees; forest fires; concealed or exposed crevasses, ice bridges or bergschrunds; cornices and cornice falls; cliffs; variable and difficult snow or ice conditions, including unstable snow packs or ice; exposed or concealed holes or depressions on or below the surface or ground cover; still and moving water; lakes, streams, creeks and rivers, including crossings; cold water immersion; entrapment by trees, logs, rocks or equipment; drowning; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and lightning; dangerous and unpredictable water conditions, including waves, currents, rapids, white water and waterfalls; hypothermia; snow immersion; frostbite; effects of high altitude, including pulmonary edema and cerebral edema; loss of balance or control and slips, trips or falls, particularly on steep, slippery or difficult terrain and impacts or collisions with other persons, animals, equipment or objects; difficulty or inability to control one's speed and direction; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure, malfunction or loss; loss or damage to personal property; failure to act safely or within one's ability; encounters with domestic or wild animals; becoming lost, going off route or becoming separated from one's party; negligent first aid; dangerous driving conditions and travel over poor roads; contracting Lyme disease or infectious diseases through viruses, including Covid-19, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons, including members of the public. Communication in wilderness areas may be difficult, and in the event of an accident or illness, rescue, first aid, medical treatment and evacuation may not be available or may be delayed.



DISCLOSURE OF RESPONSIBILITIES

All activities and programs offered by the Club which involve Outdoor Activities are entirely self-guided. The directors, officers, employees, members, volunteers, organizers, agents, representatives, coordinators and all persons acting under the authority of the Club are neither professional guides nor trained first aid attendants. All are volunteers and may have no formal training in the skills and knowledge required for the Outdoor Activities. The Club is not in any way responsible for travel to or from locations, including transport by public or private motor vehicles, for driver negligence, conduct or safety, or for insurance of vehicles, even if the vehicle belongs to or is driven by the Club. **The Participant's Parent/Guardian is responsible for the Participant's medical insurance, accident and disability insurance.**

ACKNOWLEDGMENT OF RISK

In consideration of the Club allowing the Participant (Minor) to join the Club, to use Club cabins, and/or to participate in activities, programs or meetings organized or authorized by or on behalf of the Club including, but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities, we, the Participant and the Participant's Parent/Guardian, hereby

1. **recognize and acknowledge** that the **RISKS, DANGERS** and **HAZARDS** associated with Outdoor Activities may
 - a. cause discomfort, severe injury, or death;
 - b. cause loss or damage to equipment or property of or used by the Participant; and
 - c. be caused or contributed to by the Participant's failure to obey the directions of the leaders and/or organizers of the Club or by the Participant's failure to exercise good judgment or pay due care and attention; and,
2. **assume** fully all **RISK, DANGERS AND HAZARDS** associated with Outdoor Activities, including the possibility of personal injury, illness, death, property damage and loss resulting therefrom.

EMERGENCIES, EVACUATION, RESCUE, FIRST AID, MEDICAL TREATMENT AND ASSOCIATED COSTS

In consideration of the Club allowing the Participant (Minor) to join the Club, to use Club cabins, and/or to participate in activities, programs or meetings organized or authorized by or on behalf of the Club including, but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities, we, the Participant and the Participant's Parent/Guardian, hereby confirm that should the Participant require:

1. first aid or emergency medical treatment ("Treatment") as a result of an accident or illness while participating in Outdoor Activities organized by the Club, the Participant and the Participant's Parent/Guardian consent to such Treatment; and,
2. non-scheduled or emergency evacuation, rescue, or Treatment, the Participant's Parent/ Guardian acknowledges and agrees to pay all costs and expenses associated with rescue, non-scheduled or emergency evacuation, and Treatment.

Further, should the Club incur costs and expenses to provide timely Treatment, rescue or evacuation, the Participant's Parent/Guardian agrees to reimburse all reasonable costs and expenses incurred by the Club.

RENEWAL

Unless the executive of the Club directs otherwise or until the Participant turns 19 years of age, this Acknowledgment shall apply to all subsequent membership renewals, use of Club cabins or participation in activities, programs or meetings organized or authorized by or on behalf of the Club, including but not limited to Club trips, camps, expeditions, courses or programs involving Outdoor Activities.

CONFIRMATION

By signing this Acknowledgment voluntarily, we, the Participant and Participant's Parent/Guardian, confirm that we

1. are **not relying upon** any oral or written representations or statements made by the Club about the safety of Outdoor Activities, club cabins, club trips, activities, programs or meetings organized by or authorized by or on behalf of the Club other than what is set forth in this Acknowledgement;
2. **have read and understood** this Acknowledgment, and
3. **will abide by** the terms of this Acknowledgment.

Date: _____

Participant's Date of Birth (YYYY/MM/DD): _____

Participant's Signature

Participant's Parent/Guardian's Signature

Witness' Signature*

Participant's Printed Name

Participant's Parent/Guardian's Printed Name

Witness' Printed Name

**Note: Witness required to witness the signatures of both the Participant and the Participant's Parent/Guardian*