

Waiver of Liability, Assumption of Risks and Release Agreement (the "Agreement")

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

CRCs Signature: _____

1. DISCLAIMER CLAUSE

The Canadian Red Cross Society ("CRCs"), its directors, officers, employees, volunteers, agents, Training Partners and Instructors (hereinafter referred to as the "Releasees") are not responsible for any death, injury, loss, or damage of any kind suffered by any person during participation in the CRCs Wilderness & Remote First Aid Program (the "Program") and all related activities of the Program, including injury, loss or damage that might be caused by the negligence of the RELEASEES.

2. PARTICIPANT INFORMATION

NAME OF PARTICIPANT _____

ADDRESS _____

TELEPHONE NUMBER _____

DATE OF BIRTH _____

EMERGENCY CONTACT NAME _____ PHONE NO. _____

3. PROGRAM DESCRIPTION

The Program is designed to train on comprehensive first aid and CPR techniques for those who need training to work and respond to emergencies in isolated or wilderness settings. Training is also suitable for those who act as guides or supervisors for groups of people. The course covers material in Standard First Aid & CPR, plus advanced strategies for providing extended care for 24 hours for Wilderness & Remote First Aid and more than 24 hours for Advanced Wilderness & Remote First Aid. Part of the course is taught in an outdoor setting and requires greater physical activity and endurance than typical first aid training. The courses consist of 20 hours of teaching time for Wilderness & Remote First Aid and 40 hours of teaching time for Advanced Wilderness & Remote First Aid. The Program schedule is arranged by the Instructor to meet the needs of the Program and the participants.

4. ASSUMPTION OF RISKS

4.1 I acknowledge that the Program description provided in section 3 above is extracted from the Program materials provided to me by the Releasees, which I have had enough time to read and ample opportunity to ask questions about.

4.2 I understand that there are rules that apply to all participants in the Program, and that it is my responsibility to learn and observe these rules as they exist from time to time. The rules are available from my Program Instructor.

4.3 I am aware of and understand the possible dangers, hazards and risks, sometimes extreme, associated with the Program and all related activities, which may result in muscular injuries; soft tissue injuries; broken bones; bruises; scrapes; cuts; sprains; dislocation, head, facial, eye and/or dental injuries; and SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include but are not limited to:

- a. **Terrain** – Risks associated with wilderness training in rough terrain, which exposes participants to rugged and unpredictable slopes, falling objects, water hazards and surface conditions, which may increase risk of injury or death.
- b. **Equipment** – Risks associated with malfunctioning or misuse of equipment, whether owned, designed or operated by myself or the staff of the Releasees.
- c. **Weather** – Weather conditions may be inclement and extreme and can change rapidly without warning, which may result in, without limitation, hypothermia, frostbite, windburn, sunburn, colds or flu.
- d. **Modes of transportation** – Risks associated with travel to and from all venues in connection with or during the Program, including transport by public or private motor vehicle, whether or not the vehicle is owned and/or operated by the Releasees, which could include without limitation an accident resulting in severe physical injury or death. There may be also increased risk involved in transportation in wilderness environments, whether on country roads and pathways or in off-road locations, and whether by motor vehicle, boat or other machine.
- e. **Skills of Instructors** – Risks associated with the capacity of the Program Instructors to respond to conditions and circumstances arising in wilderness locations; Program Instructors are all trained and qualified. However, their ability to respond to emergency or unexpected conditions may vary depending on individual and/or personal factors.
- f. **Conduct and skills of other Program participants** – A participant in the Program may in various situations face increased risk due to inexperience, poor judgment, negligence or deliberate acts or omissions by another Program participant.
- g. **Practising first aid procedures** – Risks arise in practising first aid procedures on or with fellow participants: e.g., inappropriate touching; rough handling of body parts; lifting; being transported by stretcher or other means; being constricted by bandages; being injured by first aid equipment.
- h. **My own acts or omissions** – Death, injuries or illness may arise from my own acts or omissions while participating in the Program, including without limitation: i) My failure to follow directions from those in charge of the Program; ii) intoxication and/or alcohol poisoning during the Program and all related activities, whether voluntarily or through coercion; and iii) food-related illness resulting from any meal arranged for me by the organizers of the Program.

5. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application and admitting me into the Program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

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 the Program, 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 FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE PROGRAM. I freely and voluntarily accept those and all other risks arising from the Program, including the risk of serious bodily injury, illness, death, and property damage or loss resulting therefrom, whether during or outside regular Program hours.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Program and all related activities.

TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES from liability for any and all claims, demands, actions and costs which might arise out of my participation in the Program and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence of the Releasees.

I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance, if required. The Releasees will provide **no** medical/health insurance. In the event of a medical/health problem, the Releasees accept no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.

I AM SOLELY RESPONSIBLE for making travel arrangements to the location where the Program will take place, and to select and purchase adequate travel insurance, if required. The Releasees will provide **no** such arrangements or travel insurance. The travel insurance should provide coverage against theft, personal accident, personal liability, and cancellation of tickets among other coverages. The Releasees accept **no** responsibility for any costs associated with travel arrangements or travel insurance, nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I confirm that I am of the age of majority and that I have had ample time to read this Release Agreement, and have understood its terms, intending it to be binding upon my heirs, executors and assigns and all members of my family. In entering into this 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 the Program, other than what is set forth in this Agreement.

Dated this _____ day of _____, 20 ____.

Name of Participant _____

Signature of Participant _____

FOR PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

By signing this document, I acknowledge that I understand the terms and conditions of the Program and am aware of the risks, hazards and dangers associated with it; I fully understand the terms of this Agreement, which I have discussed with the participant, and I, for myself, and on behalf of the Participant, consent to the Participant participating in the Program and I accept all of the terms of this Agreement, intending this document and its terms to be binding upon me, upon the participant, and upon his/her heirs, executors and assigns and all members of his/her family, as well as my own.

I have legal authority to act on the participant's behalf in signing this Agreement.

Dated this _____ day of _____, 20 ____.

Name of Participant _____

Name of Parent/Guardian (in print) _____

Parent's/Guardian's Signature _____