

Westman Wilderness Club (WWC) Waiver

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

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ & UNDERSTAND IT CAREFULLY, BEFORE eSIGNING THAT YOU ACCEPT THIS DOCUMENT

[CLICK HERE TO COMPLETE YOUR ACKNOWLEDGEMENT AND ESIGN THE WWC WAIVER.](#)

1. **ACTIVITY AND ASSOCIATED RISKS:** I choose to participate in recreational activities with the Westman Wilderness Club. I understand that:
 - I. The Westman Wilderness Club (WWC) is not a guide service and therefore makes **NO WARRANTIES, PROMISES, or GUARANTEES** that any activity co-ordinated by The Club is safe. I understand that WWC has not verified or approved the safety of any activity. It is solely my responsibility to determine whether I think the activity exposes myself to an unreasonable risk of harm or loss;
 - II. Activities offered or organized by WWC such as hiking, biking, skiing, snowshoeing, canoeing and other recreational activities are inherently dangerous activities. I may be exposed to dangers, risks, and hazards, including but not limited to: **falls, fractures, concussions, disability, drowning, and/or death; risk of injury from the activity and/or equipment utilized; falling, causing broken bones, severe injury to the head, neck and back which may result in severe impairment or even death; all “acts of nature,” including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and other weather conditions; risks associated with crossing, climbing or down climbing of rock, snow and/or ice; risks associated with river crossings, forgings, or portaging; possible equipment failure and/or malfunction of my own or others’ equipment, which may have been rented, borrowed, or personally owned; cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heatstroke, sunburn, hypothermia and dehydration; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical facilities; fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; diminished sense of balance, physical co-ordination, and ability to follow instructions; and consequences of the dangers, risks, and hazards can include injuries, disability, death, and the damage, destruction or loss of property, including but not limited to pets.**
 - III. Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during all or portions of any activity; and WWC assumes no responsibility for providing medical care during any activity, and I am solely responsible for paying for any medical care and/or evacuation costs that I and/or my family incur. WWC is not responsible for any associated costs.
2. **ASSUMPTION OF THE RISK:** I voluntarily, knowingly, and expressly assume the above-mentioned risks as well as other risks not listed that are part of any activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in an activity or during any transportation to or from an activity- including any injury or loss caused by negligence of a member of WWC. I also understand that any equipment I provide or may borrow from a member or rent is used at my own risk and that any such equipment is provided without any warranty about its condition or suitability. I agree the assumption of risks applies even if such risks arise from negligence or gross negligence, including any compounding or aggravating of injuries caused by negligent operations or procedures, of any and all persons associated with or participating in an activity in any capacity.
3. **RELEASE OF LIABILITY:** I hereby **RELEASE** WWC, its executive, members, guests of members, and event co-ordinators, along with their respective successors, assigns, heirs, executors, estate trustees, personal representatives and legal representatives and administrators (as applicable) (all of the foregoing herein collectively called the “Releasees”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS** that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during an activity or in any way related to an activity, including during transportation to or from an activity. This **RELEASE** includes claims for the negligence of the Releasees and claims for strict liability for abnormally dangerous activities. This **RELEASE** does not extend to claims excluded from being waived by law. I also agree **NOT TO SUE** or make a claim against the Releasees for death, injury, loss, harm, or property damage or destruction **DUE TO ANY CAUSE WHATSOEVER** which occur during an activity or in any way related to an activity, including negligence, gross negligence, breach of contract, breach of any statutory or other duty of care owed on the part of the Releasees, Acts of God, war, government regulation, terrorism disaster, strikes, civil disorder, curtailment of transportation facilities, or similar emergencies beyond its control, making it impossible, illegal, or commercially inadvisable, or which materially affects its ability to perform its obligations.

4. **INDEMNIFICATION, HOLD HARMLESS AND DEFEND:** I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Releasees against any and all claims for my own negligence, and any other claim arising from my conduct during the activity. In accordance with these promises I will reimburse the Releasees for any for any damages, reasonable settlements and defence costs, including legal fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this section, will be binding upon my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
5. **ACTIVITY HOSTS:** WWC encourages members and other people or entities to participate by hosting events and other activities. I acknowledge that WWC has no control over and assumes no responsibility for the actions of any activity hosts at any time before, during, and after an activity. I acknowledge that WWC has no control over and assumes no responsibility for the actions of any independent contractors or entities providing any services for any activity. I am aware that members of WWC who volunteer to co-ordinate activities are not professional leaders, guides, or certified first aid givers. I am aware that they might not have completed an outdoor leadership course or have first aid (including wilderness) training or experience in either, and are not responsible for my safety or that of any person and/or pets that I bring while participating in any activity.
6. **INSURANCE:** WWC does not provide insurance and is not responsible for any costs to my family or myself associated with harm, including being injured or killed. I understand that I have the option to purchase my own insurance and that I am solely responsible for the costs.
7. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable **RELEASE OF LIABILITY AND INDEMNITY** as broad and inclusive as is permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE eSIGNING. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT.

I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS, AND I eSIGN IT OF MY OWN FREE WILL