



CABIN BOOKED: _____

BOOKING MEMBER: _____

BOOKING DATES: _____

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

BY ACCEPTING THE TERMS OF THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE In this agreement the term “Cabin use” shall include but is not limited to: ski and snowboard mountain touring (“Touring”), hiking, stretching, consumption of food and beverage, transportation to and from the cabins, and other such services provided by or for the Fernie Trails & Ski Touring Club (the “Providers”) in any way connected with or related to Cabin use or services above.

The rustic backcountry cabins provided by the Fernie Trails & Ski Touring club, are intended for personal and recreational purposes only.

****OUR BACKCOUNTRY CABINS ARE PROVIDED “AS IS” AND IN NO EVENT SHALL THE PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DISCOMFORT, INJURY, OR DEATH, CLAIMS BY THIRD PARTIES OR FOR OTHER SIMILAR COSTS, OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF THE CABINS.****

The user acknowledges that it is impossible to accurately predict natural events such as avalanches in every instance, and uses the Cabins with this always foremost in mind. The safety of our Cabins is not guaranteed or warranted in any way and the Providers disclaim liability of any kind whatsoever, including, without limitation, liability for quality, performance, merchantability and fitness for a particular purpose arising out of the use, or inability to use the Cabins

ACKNOWLEDGEMENT – HEALTH AND SAFETY I hereby declare myself to be physically sound and suffering from no condition, impairment, disease, or other illness that would prevent my participation in the Activities, and I do hereby assume all responsibility for my participation. I acknowledge that I have been advised to wear an approved helmet while touring. I am aware that the Cabins access is subject to any applicable Municipal and Provincial traffic and/or park regulations and agree to inform myself of, and adhere to, those regulations. I am familiar with the avalanche conditions, including the weather forecast and how these conditions could change. I undertake and agree to remove myself from the cabin if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety remains with me, including my physical and emotional preparation and fitness to participate in touring.

ASSUMPTION OF RISKS I am aware that Cabin use and touring involve many risks, dangers and hazards, and that injuries are a common and ordinary occurrence. These risks, dangers and hazards include but are not limited to: mechanical failure of the equipment; changing weather conditions; collision with natural or man made objects including but not limited to exposed rock, snow, ice, earth, trees, stumps or branches on or adjacent to the terrain; collision or encounters with other tourers, wildlife, pedestrians, vehicles, fences or posts; variation or steepness of terrain; difficulty or inability to control ones speed or direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; exposure to weather, becoming lost or separated from other participants; failure to tour safely or within one’s own ability or within designated areas; negligence of other users or participants; allergy or other adverse reactions to provided food or beverage and **NEGLIGENCE ON THE PART OF THE Fernie Trails & Ski Touring Club AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, VOLUNTEERS, SPONSORS, SUCCESSORS, ASSIGNS, AND Her Majesty The Queen in Right of the Province of British Columbia and their respective directors, officers, employees, agents, independent contractors, representatives, successors, assigns and guests. (all of whom are hereinafter collectively referred to as “THE RELEASEES”) INCLUDING BUT NOT LIMITED TO THE FAILURE ON THE PART OF Fernie Trails & Ski Touring Club OR THIRD TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF TOURING.**

I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for touring, and that many are unmarked. I am voluntarily participating in the touring. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death or property damage and loss resulting there from due to any cause whatsoever and without limitation.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Fernie Trails & Ski Touring Club allowing me to stay in the cabin and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO FOREVER WAIVE AND DISCHARGE 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 resulting from my participation in the cabin use, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (IN THE ACT OR OMISSION), BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, AS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability, for any damage to property of or personal injury to any third party, resulting from my participation in the Activities;
3. In the event of an accident or injury, I AUTHORIZE the Fernie Trails & Ski Touring Club and/or its service providers to obtain medical assistance deemed necessary in their discretion. I further assume responsibility to pay for any and all medical and emergency expenses, including transport, in the event of an accident or injury during the cabin use regardless of whether I have subsequently authorized such expenses.
4. I grant permission to the Fernie Trails & Ski Touring Club and their authorized third parties to use any photographs, video, recordings, or other record of Activities in which I am included for any lawful purpose.
5. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
6. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and no other jurisdiction; and
7. Any litigation involving the parties to this 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.
8. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the Province of British Columbia and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ACCEPTING THE TERMS OF THIS DOCUMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

FT&STC Cabin User:	Witness:
Date: _____	Date: _____
Name: _____	Name: _____
Signature: _____	Signature: _____