



Tour Name: **Grouse Mountain**      Tour Date: **January 23, 2020**

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

(Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY!**

**ASSUMPTION OF RISK:**

I am aware that UNIGLOBE Specialty Travel Ltd. DBA Discover Canada Tours, DC Student Adventures, Destination Snow, and Club ESL maintains no control over the personnel, equipment or operations of air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant or other person or entity furnishing services, products or accommodations as part of the trip (the "Suppliers"), because all of the Suppliers are independent contractors.

I understand that during the trip, I may have the opportunity to participate in various optional activities, such as snow and water sports and other athletic activities, contests, excursions and side trips. I freely accept and assume all risks, dangers and hazards associated with my trip and such events and the possibility of personal injury, death, property damage and loss resulting from the use of such services, products, accommodations, activities, contests, excursions or side trips as part of the trip, including the risk of negligence on the part of any such service Supplier and understand that UNIGLOBE Specialty Travel Ltd. DBA Discover Canada Tours, DC Student Adventures, Destination Snow and Club ESL, shall not be responsible for any personal injury, death, property damage, loss, expense, accident, delay or inconvenience arising out of or relating to my trip or my participation in any activities.

**ACKNOWLEDGEMENT OF SAFETY:**

*In this Agreement, the term "Adventure Activities" shall include but are not limited to use of skies, snowboards, skiing, climbing, hiking, sightseeing, orientation and instructional courses, seminars and sessions: and other such activities, events and services in any way connected with or related to those activities.* I acknowledge that I am required to wear an approved helmet and other safety equipment while participating in certain Adventure Activities. I am aware that there are guides or instructors available to answer any questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of Adventure Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Adventure Activities. I am aware that Adventure Activities involve many risks, dangers and hazards including but not limited to: Changing weather conditions, falling tree limbs and ice, falling from platforms, cables and bridges, shock, stress or other injury to body, encounters with wildlife including bears and cougars, equipment malfunction, collision with trees, snowmobiles or other vehicles, equipment or structures, collision with other participants or guides, failure to remain within designated areas, becoming lost or separated from guides or other participants, negligence or other participates or guides and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES. I am also aware that these risks, dangers and hazards referred to above exist on terrain that may be uncontrolled, unmarked and are not inspected. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THERE FROM, AND ELECT TO PARTICIPATE IN THE ADVENTURE ACTIVITIES IN SPITE OF SUCH RISKS, DANGERS AND HAZARDS.

In consideration of UNIGLOBE Specialty Travel Ltd. DBA Discover Canada Tours, DC Student Adventures, Destination Snow and Club ESL, acting as the intermediary and agent for the Suppliers, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against UNIGLOBE Specialty Travel Ltd. DBA Discover Canada Tours, DC Student Adventures, Destination Snow and Club ESL, and its directors, officers, employees, volunteers, guides, agents and representatives (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, personal injury or death that I may suffer, or that my next of kin may suffer as a result of:

- *Any wrongful, negligent or unauthorized act or omission on the part of any of these Suppliers or any of their agents, servants, employees or independent contractors,*
- *Any defect in or failure of any air craft, vessel, vehicle, equipment, instrumentality, service, product or accommodation which is owned, operated, furnished or otherwise used by any of these Suppliers,*
- *Any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not under the direct control of the Releasees,*
- *Any negligence, breach of contract or breach of any duty of care on the part of the Releasees, or*
- *Any cause, condition or event whatsoever beyond the direct control of the Releasees;*

**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 acts or omissions during my trip;

3. This 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 Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and

5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.



I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS 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.

**STUDENT INFORMATION**

Legal Last Name: \_\_\_\_\_ Legal First Name: \_\_\_\_\_  
English Name: \_\_\_\_\_ Birthdate (MMM/DD/YYYY): \_\_\_\_\_  
Email: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
Student's Signature: \_\_\_\_\_ Signature Date (MMM/DD/YYYY): \_\_\_\_\_

If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability with attach to only such provision or part thereof and the remaining part of such provision and all other provisions hereof with continue in full force and effect.

Please check the correct box:

- I am over 19 years of age or older
- I am 18 years of age or younger. My parent or guardian has discussed the contents of this assumption of risk document with me before signing on my behalf. Please see reverse side for informed consent.

**INFORMED CONSENT (Complete if 18 or under)**

Tour Name: **Grouse Mountain**

Tour Date: **January 23, 2020**

UNIGLOBE Specialty Travel Ltd. DBA Discover Canada Tours, DC Student Adventures, Destination Snow, and Club ESL, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in capacity on their behalf. (here in after collectively referred to as "DCT")

**THIS IS NOT A WAIVER AND SIGNING THIS FORM DOES NOT WAIVE YOUR CHILD'S LEGAL RIGHTS. THIS INFORMED CONSENT AND ACKNOWLEDGMENT OF RISK FORM IS AN AGREEMENT BETWEEN THE CUSTODIAL PARENT/GUARDIAN OF THE YOUTH PARTICIPANT NAMED BELOW, THE YOUTH PARTICIPANT, AND "DCT". The intent of this form is to inform you of the activities and expectations of our programs so that the choice to participate in any "DCT" program is made freely and with understanding of the associated benefits, risks and responsibilities.**

**PLEASE READ CAREFULLY!**

\* \* Only complete if participant is 18 or under \* \*

**PARENT OR GUARDIAN INFORMATION**

Legal Last Name: \_\_\_\_\_ Legal First Name: \_\_\_\_\_  
English Name: \_\_\_\_\_ Relationship to Student: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Parent/Guardian's Signature: \_\_\_\_\_ Signature Date (MMM-DD-YYYY): \_\_\_\_\_