



INFORMED CONSENT, RISK ACKNOWLEDGMENT RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

**For Members, this document forms part of the Membership Application
For Guests, this document is a condition of participation on Prairie Mountaineer Hikers trips.**

NOTICE: By signing this document you (a) acknowledge that you understand the risks associated with any hiking, winter micro-spike hiking and snowshoeing trips organized by the Prairie Mountaineer Hikers (PMH) and its members (hereinafter referred to as "PMH"); (b) are aware that by participating in hiking, winter micro-spike hiking and snowshoeing trips you are exposing yourself to those risks; (c) are assuming both physical and legal risks associated with hiking, winter micro-spike hiking and snowshoeing; (d) are giving up your legal right to recover compensation for any injury you sustain; (e) are giving up your family's right to bring an action to recover compensation as a result of your death; (f) are agreeing not to bring an action against PMH in the event you are injured.

Events of PMH are NOT guided trips. There is a volunteer coordinator responsible for logistics only. PMH members and non-member participants remain responsible for their own skills, safety, actions and equipment. All participants shall be considered common adventurers. All Members and participants are responsible for their own safety. PMH is not incorporated and does not carry liability insurance.

I am aware that participation in hiking, winter micro-spike hiking and snowshoeing trips involves many risks, dangers and hazards including, but not limited to **exposure to COVID-19**, changing weather conditions, heat exhaustion, hypothermia, steep and uneven terrain; falling rocks and trees, uneven and icy terrain, avalanches, trees, tree wells, tree stumps, forest dead fall; faulty or failure of equipment, changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, variable and difficult trail conditions; streams, cliffs; negligence of other participants and **negligence on the part of PMH or its members including the failure on the part of PMH and its members to safeguard or protect me from the risks, dangers and hazards of participating in hiking, winter micro-spike hiking and snowshoeing trips.**

I am aware of the risks, dangers and hazards associated with hiking, winter micro-spike hiking and snowshoeing and I freely accept and fully assume all legal and physical risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

I declare that my physical condition is adequate to participate safely in any hiking, winter micro-spike hiking and snowshoeing trips undertaken and that no physician or other qualified individual has advised me against participating in such trips. I authorize PMH to secure such medical and or other advice and services as it, in its sole discretion, may deem necessary for my health and safety should it be necessary in an emergency. **I understand and agree that I must comply with PMH's COVID-19 Policy and follow all Alberta Health protocols and restrictions.**

In consideration of participating in the hiking, winter micro-hiking and snowshoeing trips organized by PMH:

1. **I agree to be financially responsible** for all costs and expenses which may be incurred with respect to rescues, travel, medical attention or other services provided on my behalf and agree to reimburse PMH or any third party for all costs of these services.
2. **I agree to indemnify and hold harmless** PMH and its members and each of them from them against and from all actions and claims against PMH and its members by any person in respect of damage to the property

of, or personal injury (including COVID-19 infection) to or death of any person resulting from my participation in hiking, winter micro-spike hiking and snowshoeing trips.

3. I agree to abide by the policies and guidelines established by PMH from time to time regarding member and guest participation on hiking, winter micro-spike hiking and snowshoeing trips.

4. I further recognize that, should I sponsor a guest as a participant on a hiking, micro-spike hiking or snowshoeing trip coordinated by PMH, I will be fully responsible for ensuring that my guest has been adequately informed of the challenges and risks inherent in the trip, is properly prepared and equipped for hiking, micro-spike hiking or snowshoeing, and has read and understood this document and the COVID-19 Policy and has provided a signed copy of this document and the COVID-19 Policy to the trip coordinator before leaving the Calgary meeting place.

5. **I agree that PMH and its members and each of them are not responsible for any loss or damage I may sustain as a result of any injury, including exposure to COVID-19, I may suffer whether caused by the negligence of PMH or otherwise.**

6. **I agree that this agreement applies to each and every PMH** hiking, winter micro-spike hiking and snowshoeing trip in which I participate during the membership year and only has to be signed once a year. The contents of this form do not have to be brought to my attention prior to each hiking, winter micro-spike hiking or snowshoeing trip in order to be effective and it does not have to be signed for each hiking, winter micro-spike hiking and snowshoeing trips in which I may participate.

7. **I hereby release, waive and discharge** PMH and its members and each of them from all liability to myself, my family, heirs, executors and administrators for any and all loss or damage and any claims or demands for such loss or damage arising from any injury (including exposure to COVID-19) to or the death of myself whether caused by the negligence of PMH and its members, or otherwise and I further agree not to sue PMH or its members for any loss or injury I sustain.

This Informed Consent, Risk Acknowledgement and Release of Liability and Indemnity Agreement applies to all aspects of any hiking, winter micro-spike hiking or snowshoeing trip organized by PMH other than the use and operation of a motor vehicle driven by a PMH member or member's guest to travel to and from the location of the hiking, winter micro-spike hiking and snowshoeing trips.

I am the full age of 18 years, I am aware of the nature and effect of this Informed Consent, Risk Acknowledgment and Release of Liability and Indemnity Agreement and I acknowledge having read this document before signing it.

INTENDING TO BE LEGALLY BOUND I have signed this Informed Consent, Risk Acknowledgment, Release of Liability and Indemnity Agreement this ____ day of _____, 202__.

Signature of Witness

Signature of Member or Guest

Printed name of Witness

Printed name of Member or Guest

Phone Number of Witness

Phone Number of Member or Guest