

**2019 Alberta Orienteering Championships Adult Waiver**  
**Release of Liability, Waiver of Claims and Indemnity Agreement**  
**for Participants 18 years of age and older, as of date of participation**

**WARNING!**

**By signing this document you will waive certain legal rights,  
including the right to sue in circumstances outlined in this Agreement.  
Please read carefully.**

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Orienteering Event:** 2019 Alberta Orienteering Championships, June 29-30.

1. This is a binding legal agreement. As a Participant in the Orienteering Event, I acknowledge and agree to the following terms.

**Disclaimer**

Foothills Wanderers Orienteering Club (FWOC), Alberta Orienteering Association (AOA) and other organizations including, but not limited to, Alberta Environment and Parks (AEP), their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, owners/operators of facilities, representatives and any other person or organization participating in, or connected with, the Orienteering Event (hereinafter collectively referred to as the "RELEASEES") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind that I might suffer during, or as a result of, the activity, caused by the risks and hazards associated with participation in the Orienteering Event.

2. I acknowledge and fully understand that Orienteering is an activity which includes, but is not limited to, travel by foot or other means in remote areas that may contain harsh terrain, aggressive wildlife and exposure to variable weather conditions.

3. I acknowledge and fully understand that there will be periods of time during the Orienteering Event when I will be alone in the terrain and that I am ultimately responsible for my own safety.

***I have read and agree to be bound by clauses 1-4.***

**Initials: \_\_\_\_\_ (Participant)**

**Assumption of Risks**

5. I am participating voluntarily in the Orienteering Event. In consideration of that participation, I hereby acknowledge that I am fully aware of the possible exposure to the risks and hazards associated with or related to any such activities of the Orienteering Event. Despite the Releasees' best efforts to ensure the safety of the participants, I fully acknowledge and understand that the risks and hazards include, but are not limited to, injuries from:

- a. Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops;
- b. Uneven terrain which could result in sprains, cuts, abrasions, dislocations, breaks, impalements, contusions, etc.
- c. Collision with trees, rocks, fences, ruins, man-made objects;
- d. Falling down slopes, gullies, ditches, pits, depressions, etc.;
- e. Unstable or extreme weather conditions - rain, sleet, hail, thunderstorms, snow - which may cause unstable surfaces/footing or hypothermia;
- f. Excessive hot/humid weather conditions which may result in heatstroke, heat exhaustion, sunstroke or disorientation (thereby getting lost on the map);
- g. Encounters with aggressive wildlife, including but not limited to bears, coyotes, elk, deer, cougars, which could result in injury;
- h. Improper Use of Bear Spray that could result in temporary loss of sight and severe restriction of breathing;
- i. Remoteness of the location with poor communication ability and inability to get rescue/medical aid assistance easily or quickly;

6. Furthermore, I am aware:

- a. That any injuries sustained can be severe, even deadly, and result in reduced mobility, loss of income, etc.;
- b. That I may experience anxiety while challenging myself during the Orienteering Event;
- c. That I may come into close contact with wildlife, despite the best efforts of the Releasees to keep the Orienteering Event site(s) clear of danger before and during the Orienteering Event;
- d. That my risk of injury is reduced if I follow all rules and safety guidelines established for my participation;
- e. That it is my responsibility to educate myself about how to use bear spray, if I carry it during the event; and
- f. That any risk of injury increases as I become fatigued.

**Release of Liability**

- 7. In consideration of being allowed to participate in the Orienteering Event, I agree:
  - a. That my physical condition is suitable for the activities;
  - b. To accept the responsibility for paying close attention to my surroundings in the applicable area, course or field on which I participate and satisfying myself as to its safety;
  - c. **If I am carrying Bear Spray** during the Orienteering Event (as recommended by the Releasees) – I agree:
    - i. To watch the safety video regarding the Proper Use of Bear Spray <http://www.pc.gc.ca/eng/pn-np/mtn/ours-bears/securite-safety/gaz-spray.aspx>
    - ii. To review the Alberta Government webpage regarding Bear Encounters prior to arriving at the Orienteering Event; <https://www.albertaparks.ca/parks/kananaskis/kananaskis-country/advisories-public-safety/wildlife/be-bear-smart/>
    - iii. To carry the bear spray with me at all times and to carry it/use it in accordance with the safety video provided.
  - d. To freely ACCEPT AND FULLY ASSUME all risks and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, arising out of, associated with, or related to my participation in the Orienteering Event;
  - e. To be solely responsible for any injury, loss or damage that I might sustain while participating; and
  - f. To FOREVER RELEASE the Releasees from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgements and costs (including legal fees) (collectively, the “Claims”) which I may have or may in the future have, that might arise out of, result from, or relate to my participation in the Orienteering Event, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Releasees.

*I have read and agree to be bound by clauses 5 -7.*

**Initials: \_\_\_\_\_ (Participant)**

**Acknowledgement**

- 8. I acknowledge that I have read and understood this Waiver and Indemnity Agreement prior to signing it, and that I have executed this Agreement voluntarily.
- 9. 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.
- 10. I acknowledge that by signing this Agreement, I agree to be bound by all that is contained in this Legal Agreement, even if I have not read the Agreement.

*I have read and agree to be bound by clauses 8 - 10.*

**Initials: \_\_\_\_\_ (Participant)**

**This Agreement to Be Initialed in 3 Places Above, and Signed and Witnessed Below**

\_\_\_\_\_  
**Name of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
**Name of Witness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Signature of Witness