

# **PARTICIPANT ACKNOWLEDGEMENT OF RISKS and ASSUMPTION OF RISK AND RESPONSIBILITY**

**THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES  
PLEASE READ CAREFULLY BEFORE SIGNING**

## **Survive & Thrive Expeditions, Ltd.**

**Warning:** Although **Survive & Thrive Expeditions** has taken reasonable steps to provide me with the appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, **Survive & Thrive Expeditions** has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of this activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment or accidental injury, illness, or in extreme cases, permanent trauma or death. **Survive & Thrive Expeditions** does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks.

**Acknowledgement of Risks:** **The following describes some, but not all, of those risks:** 1) Falling; 2) Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, heat stroke, hypothermia, and dehydration; 3) An “act of nature” which may include avalanche, rock fall, inclement weather, lightning, severe and/or varied wind, temperature or weather conditions; 4) River crossings, fording, portaging, or travel including to or from the activity; 5) Risk associated with crossing, climbing, or down climbing rock, snow and/or ice; 6) Equipment failure and/or operator error; 7) Attitude related illness including acute mountain sickness, pulmonary edema, and/or retinal hemorrhage; 8) Risks typically associated with water craft including change in water flow or current; submerged, semi-submerged and over hanging objects; capsizing, swamping, or sinking of watercraft and resultant injury, hypothermia or drowning; 9) My sense of balance, physical coordination and ability to follow instructions and the actions of others; 10) Attack by or encounter with insects, reptiles, or animals; 11) Accidents or illnesses occurring in remote places where there are no available medical facilities; 12) Fatigue, chill and/or dizziness which may diminish my reaction time and increase the risk of accident; 13) Discharge of weapons.

**Express Assumption of Risks and Responsibility:** I understand that recreational and adventure activities entail risks of my injury, illness, or death. I understand the description of those inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. **I agree to assume and accept full responsibility for all the risks identified above, those known and unknown, inherent or otherwise.** My participation in this activity is purely voluntary, no one is forcing me to participate and I elect to participate in spite of and with full knowledge of the inherent risks. I am physically and mentally capable of participating in the activity and/or safely using the equipment. I accept that wearing a Coast Guard approved personal floatation device for water borne activities or helmet for climbing activities (for example) are basic safety precautions.

**I acknowledge** that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of **Survive & Thrive Expeditions** have been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

**Mediation:** **I further agree that is I have a legal dispute with Survive & Thrive Expeditions which cannot be settle through discussions between parties.** I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by Alberta courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, I agree to submit the dispute to binding arbitration through the Alberta Arbitration Association and Mediation Society. I also agree that I will pay all costs and attorney’s fees incurred by **Survive & Thrive Expeditions** in defending a claim suit, if the claim or suit is withdrawn by me or to the extent a court or arbitration determines that **Survive & Thrive Expeditions** is not responsible for the injury or loss. If any portion of this agreement is found by a court or the other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

**No Guarantees:** I recognize that **Survive & Thrive Expeditions**, as a provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that they may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**Authorization:** **I also hereby authorize any medical treatment deemed necessary** in the event of any injury while participating in the activities. **I either have appropriate insurance or, in its absence, agree to pay all the costs**, of rescue and/or medical services as may be incurred on my behalf.

**Acknowledgement:** In consideration of the services of **Survive & Thrive Expeditions**, their directors, overseers, trip leaders and all other persons or entities associated, **I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility** for myself in the event of bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers not specifically identified, as a result of my negligence in participating in this activity.

**Publicity Release:** I grant permission for **Survive & Thrive Expeditions** to use any video, photographs or written testimony taken through my involvement with a **Survive & Thrive Expedition** program in publications and fundraising materials in both print and online. I agree to receive no compensation for the use of these videos, images and testimonies.

**I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding**, upon myself, my heirs, assigns, personal representative and estate for all members of my family, including minor children.

**PARTICIPANT’S NAME:** ( Printed) \_\_\_\_\_ Participants AGE: \_\_\_\_\_

**PARTICIPANT’S SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

**In an EMERGENCY, notify** (Print): \_\_\_\_\_ Phone: ( ) \_\_\_\_\_