

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter the "Release Agreement")  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE  
RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR  
BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

***This Release Agreement Shall Apply to All Future Participation in Work at Heights***

SIGNATURE OF CLIENT/  
STUDENT

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street		
	City	Prov/State	Country
<b>Email Address</b>			
<b>Date of Birth</b>	Year	Month	Day
<b>Telephone</b>	Home	Office	Mobile

**TO: Pacific High Rigging & Safety Limited, PO Box 1429, Squamish BC**

**Perry Beckham**

**ASSOCIATION OF CANADIAN MOUNTAIN GUIDES;** and their directors, officers, employees, independent contractors, subcontractors, contract guides, supervising guides, apprentice guides, instructors, examiners, volunteers, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

**WORK AT HEIGHTS**

In this Release Agreement, the term "Work at Heights" shall include but is not limited to: training in fall protection, rope access, rope rescue, rigging rope and cable systems for supporting technicians and performers, climbing ladders, scaffolding, towers and structures (and trees) in urban industrial workplace settings as well as training activities in controlled non alpine outdoor settings including cliffs and steep forested terrain; all activities, services and use of facilities and equipment either rented, loaned or provided arranged or organized by the Releasees including instructional sessions or classes and all travel by vehicle or movement by or around ski lifts, snow cats, or helicopters.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful mountain guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WORK AT HEIGHTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

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STUDENT

**ASSUMPTION OF RISKS – WORK AT HEIGHTS**

I am aware that participation in work at heights involves many risks, dangers and hazards.

I am aware that the Releasees may fail to predict all of the hazards for Work at Heights.

These hazards and risks may include, but are not limited to: equipment failure including equipment associated with or related to Work at Heights for fall protection, work positioning, rope access, rope rescue and rope and cable systems; failure of structures, contact with energized systems, exposure to hazardous substances, exposure to the activities of others including mobile equipment operators, overhead hazards in forested terrain, loose rock on steep terrain or cliffs, loss of balance, slips, trips and falls, possible interaction with dangerous wildlife or stinging insects.; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF WORK AT HEIGHTS INDOORS OR OUTDOORS ON STRUCTURES, TREES OR STEEP TERRAIN FEATURES.**

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

In consideration of the Releasees allowing me to participate in activities pertaining to or including Work at Heights.

I hereby agree as follows:

**1. TO WAIVE 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 as a result of my participation in Work at Heights DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WORK AT HEIGHTS;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in activities pertaining to or including Work at Heights;
3. This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the activities pertaining to or including Work at Heights take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the activities pertaining to or including Work at Heights take place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of activities pertaining to or including Work at Heights. other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND AGREE TO THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.**

**I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN ACTIVITIES PERTAINING TO OR INCLUDING WORK AT HEIGHTS.**

Witness Signature
Please Print Name of Witness

Signature of client/student
Date

## Emergency Contact/Health Considerations

### EMERGENCY CONTACT

<b>NAME</b>			Relationship
<b>TELEPHONE</b>	HOME	Office	Mobile

### MEDICAL INFORMATION

ARE THERE ANY HEALTH OR MEDICAL CONSIDERATIONS YOU WISH TO ADVISE US OF?