

**2023 Stag Leap Running Co. Waiver**

<b>RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT AND PHOTO RELEASE</b>		
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!		
		INITIAL
LAST	FIRST	
ADDRESS	DOB	AGE

**TO:** STAG LEAP RUNNING CO., THE FERNIE TRAILS ALLIANCE, THE FERNIE NORDIC SOCIETY, THEIR REPRESENTATIVES, EMPLOYEES, ORGANIZERS, VOLUNTEERS AND ANY OTHER PERSONS ASSISTING OR VOLUNTEERING WITH ANY 2022 OPERATIONS, TRAIL BUILDING, TRAIL MAINTENANCE, EVENTS OR RACES ASSOCIATED WITH STAG LEAP RUNNING CO. (hereinafter referred to as the "Operators").

**AND TO:** THE CORPORATION OF THE CITY OF FERNIE, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, BRITISH COLUMBIA PARKS, RESORTS OF THE CANADIAN ROCKIES INC. (doing business as FERNIE ALPINE RESORT), EAST KOOTENAY LAND CORP., ISLAND LAKE HOLDINGS LTD., ISLAND LAKE RESORT GROUP (2003) INC. THREE BEARS LIMITED PARTNERSHIP CARRYING ON BUSINESS AS ISLAND LAKE RESORT, ISLAND LAKE LODGE, ISLAND LAKE CATSKIING AND MOUNTAIN PURSUITS, CEDARS COMMUNITY DEVELOPMENT INC., ALPINE TRAILS (Pat Cherak), EAST KOOTENAY LAND CORPORATION, GALLOWAY LUMBER COMPANY LTD., CH HOLDINGS LTD., ELK VALLEY NORDIC CENTRE AND ANY OTHER OWNERS OF LAND USED TO CONDUCT THE ACTIVITIES AND THEIR REPRESENTATIVES, EMPLOYEES and AGENTS (the "Property Owners")

**DEFINITIONS**

In this Release Agreement:

- the term "**Releasees**" shall include the **Operators** and the **Property Owners** as set out above;
- the term "**Outdoor Mountain Trail Running**" shall include participation in the Elk Valley Ultra, the use of any trails, regardless of location or state of repair, for any activity including, but not limited to: walking, hiking, running, skiing, snowshoeing and any other form of backcountry travel, including the use of the lands adjacent to and surrounding any trails and at any time of the year; use of trails for any purpose; recreational activities undertaken during an event or tour; all travel either within or beyond the designated boundaries, including in the backcountry and on logging roads, skid roads, dirt roads, gravel roads and trails; construction or maintenance of trails; hauling or transportation of tools or building materials; and other activities, events and services in any way connected with or related to Outdoor Mountain Trail Running.

**ASSUMPTION OF RISKS – OUTDOOR MOUNTAIN TRAIL RUNNING:** I am aware that Outdoor Mountain Trail Running involves risks, dangers, hazards, obstacles, injury and avalanches, all of which occur frequently in the terrain used for Outdoor Mountain Trail Running and may be caused by natural forces or by other persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to keep the trails and areas adjacent thereto free of hazards. The terrain used for Outdoor Mountain Trail Running is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: cliffs, trees, tree stumps, tree wells, rocks, ruts, creeks, boulders, forest deadfall, holes and depressions on or beneath the trail surface, variable and difficult weather conditions, changes or variations in the terrain which may create blind spots or areas of reduced visibility, man-made and natural obstacles, jumps, stunts and drops (whether marked or not), crevasses, travel on back-country roads, snowcat roads, road-banks and cut-banks, hand or power tools, motorized equipment, snowmobiles, impact or collision with other trail users or motorized equipment, bikes and/or vehicles, becoming lost or separated from your group or other participants, mechanical failure of mountain bikes, e-bikes, skis, snowshoes and related equipment, extreme and rapidly changing weather conditions, encounter with domestic or wild animals including dogs, bears, moose and cougar, avalanches, the failure to run, walk or hike safely within one's own ability, loss of balance or control, slips, trips and falls, negligent first aid, negligent search and rescue, negligence of other persons, including other trail users, 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 THE RISKS, DANGERS AND HAZARDS OF OUTDOOR MOUNTAIN TRAIL RUNNING.** Communication in outdoor mountain areas is difficult and in the event of an accident, rescue and medical treatment may not be available. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, INCLUDING SUCH PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS CAUSED BY THE NEGLIGENCE ON THE PART OF THE RELEASEES.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** - In consideration of **THE OPERATORS** and **THE PROPERTY OWNERS** allowing me to participate in the activities, any event or race organized by the Operators, and for being a member of the Stag Leap Running Co., and for other good and valuable consideration, the receipt and sufficiency of which is acknowledge, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future 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 or my minor child/ward may suffer as a result of my participation in **OUTDOOR MOUNTAIN TRAIL RUNNING DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES REFERRED TO ABOVE;**
- 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 Outdoor Mountain Trail Running;
- I am familiar with the risk of serious injury and death which may arise to myself as a result of Outdoor Mountain Trail Running, I am familiar with all aspects of Outdoor Mountain Trail Running and that I am physically, emotionally and mentally able to participate in Outdoor Mountain Trail Running;
- 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;
- 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 of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement, I am not relying on 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 UNDERSTOOD THE 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.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Witness

Signature of participant

Print name clearly