

# LIABILITY WAIVER AND RELEASE



Please read carefully and print legibly. Thank you.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Birthdate: \_\_\_\_\_  
Emergency Contact Name/Relationship: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_  
Please list any allergies or medical conditions: \_\_\_\_\_  
\_\_\_\_\_

## DEFINITION

In this Release Agreement the term "Outdoor Activities" shall include but is not limited to: climbing (including indoor, rock, ice); backpacking, hiking, trail running, trekking; skiing, snowboarding and snowshoeing; water sports (swimming, kayaking, canoeing, stand up paddle boarding or boating); and, all activities, services and use of facilities either provided by or arranged by the Releasees including instructional sessions or classes, skill development programs and all transportation, travel by vehicles or watercraft; and, all other activities and services in any way connected with or related to Outdoor Activities.

## ASSUMPTION OF RISKS - TERRAIN, BACKCOUNTRY TRAVEL, WEATHER

I am aware that participation in Outdoor Activities involves many risks, dangers and hazards. The terrain used for Outdoor Activities is uncontrolled, unmarked, ungroomed, not inspected, and involves many risks, dangers and hazards. Rock, snow or ice falls can occur in the terrain used for Outdoor Activities and may be caused by natural forces or by persons travelling through the terrain. I am aware that the Releasees may fail to predict whether the terrain or current weather conditions are safe for use or travel, and whether dangers or risks may occur. The risks, dangers and hazards may include but are not limited to: rockfall, icefall, extreme variations in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, tree wells, trees and other objects; falling trees; forest fires; cliffs; variable and difficult snow or ice conditions, exposed or concealed holes or depressions on or below the surface or ground cover; still and moving water; lakes, streams, creeks and rivers, including crossings; cold water immersion; entrapment by trees, logs, rocks or equipment; drowning; limited visibility;

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variable, severe or rapidly changing weather with little or no warning including storms, high winds and lightning; dangerous and unpredictable water conditions, including waves, currents, rapids, white water and waterfalls; hypothermia; snow immersion; frostbite; loss of balance or control and slips, trips or falls, particularly on steep, slippery or difficult terrain and impacts or collisions with other persons, animals, equipment or objects; difficulty or inability to control one's speed and direction; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure, malfunction or loss; loss or damage to personal property; failure to act safely or within one's ability; encounters with domestic or wild animals; becoming lost, going off route or becoming separated from one's party; negligent first aid; dangerous driving conditions and travel over poor roads; contracting Lyme disease or infectious diseases through viruses, including Covid-19, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons, including participants or members of the public; and, NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OUTDOOR ACTIVITIES.

Communication in wilderness areas may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. Backcountry weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OUTDOOR ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

## ASSUMPTION OF RISK - YOGA

I represent and warrant that I am in good physical health and do not suffer from any medical condition(s) that would limit my participation in the classes and tours offered by Restore Yoga & Wellness. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any of the yoga classes, hiking tours and watercraft (kayak, canoe, stand-up paddle board) tours offered by Restore Yoga & Wellness. I understand the risks associated with the activities offered by Restore Yoga & Wellness and I agree to follow all instructions so that I can safely participate in yoga classes and/or guided tours.

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I acknowledge that participation in yoga classes, hiking tours, and watercraft tours or any other fitness exercise classes have possible risks of personal injury. I am fully aware of these risks and hereby release Restore Yoga & Wellness, and/or any other persons who may teach at Restore Yoga & Wellness from any and all liability, negligence, or other claims arising from, or in any way connected with my participation in their yoga classes and/or guided tours and any other exercise classes offered by them.

## **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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I have read the above release and waiver of liability and fully understand its content. I am legally competent to sign and voluntarily agree to the terms and conditions stated above.

Please move and practice mindfully. Enjoy the benefits of practicing yoga and exploring the outdoors with Restore Yoga & Wellness.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_