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**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK to be read and understood by each participant in Kootenay Industrial Rescue LTD programs.**

***In consideration of the services of Kootenay Industrial Rescue Ltd. of British Columbia Canada, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as KIR), I hereby agree to release, indemnify, and discharge KIR, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:***

*1. I acknowledge that technical rope rescue training entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The inherent risks include, among other things: Falling, severe unexpected weather (including lightning), my own negligence and the refusal to utilize two-point, redundant back-up safety systems against the advice of KIR; and the negligence of other trainees. Other inherent risks that may be encountered in the course of a rope rescue seminar with KIR, which risks may result in mental anguish, illness, disease, serious injury or death, include, but are not limited to:*

- Weather conditions and exposure to the natural elements can be uncomfortable and/or harmful. For example, this exposure can cause severe sunburn, dehydration, heat exhaustion or stroke, hypothermia.*
- Rock fall or snow avalanche can occur at any time and can be triggered by activity of participants.*
- Dropped or thrown equipment can strike a participant.  
Acts of other participants, including failure to follow KIR instructor's safety instructions.*
- Manufacturing or other defects, both apparent and latent, in the equipment supplied or used by KIR. Contact with plants, animals and insects, including snakes, along the trail, at the top, middle or bottom of a cliff or embankment.*
- The condition of roads, trails, routes, equipment, and the general terrain and accidents connected with their use, including damage to equipment and personal injury.*
- First aid, emergency treatment or other services rendered, including the unavailability of immediate medical attention or surgical intervention in the case of injury.*
- The consumption of food or drink before, during, or after the seminar.  
Vehicular accidents while being transported to staging areas.*
- Effects of EMF, (electromagnetic fields) from close proximity to extra high voltage power transmission lines.*

**Furthermore, KIR instructors have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.**

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KIR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of KIR's equipment or facilities, including any such Claim which allege negligent acts or omission by KIR

4. I specifically release KIR from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my presence on any facilities of KIR 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 the Occupiers Liability Act of British Columbia.

5. Should KIR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. In the event that I file a lawsuit against KIR, I agree to do so solely in the Province of British Columbia, and I further agree that the substantive law of that Province shall apply in that action without regard to the conflict of law rules of that Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KIR on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: ..... Print Name: .....

Address:

.....

Phone: ..... Date: .....

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION ( Must be completed for participants under the age of 19 ) In consideration of ..... (print minor's name)

("Minor") being permitted by KIR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless KIR from any and all Claims which are brought by, or on the behalf of Minor, and which are in any way connected with such use or participation of Minor.

Parent or Guardian: .....Print Name: ..... Date: