



LODGE &  
CONFERENCE CENTRE

Guided Hike Waiver

**WARNING: BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. READ AND UNDERSTAND THIS DOCUMENT CAREFULLY**

By providing Emerald Lake Lodge (the "Lodge") and granting me permission to participate in a guided hike to any of the hikes which Emerald Lake Lodge offers. I hereby waive any and all claims that I have or may in the future have against the Lodge, its servants or agents of and from any and all liability and agree not to sue, the Lodge, its servants or agents for any cause or reason whatsoever and without limiting the foregoing of and from the following causes of action:

- (a) Negligence (the meaning of which includes failure to meet standards or care in field trips in British Columbia for the safety of participants);
- (b) Breach of any other duty imposed by law, including any duty imposed by occupiers' liability or other legislation;
- (c) Breach of any contract; and
- (d) Mistakes or errors in judgment of any kind.

I am aware of the risks inherent in this guided hike, including:

- (a) Mountain terrain which has many dangers, obstacles and hazards including:
  - ❖ Exposure to cold, wet weather or the effects of heat and strong sunlight, or strong winds;
  - ❖ Curious or aggressive wildlife: carnivores, rodents, insects, birds, snakes, or other domestic or non-domestic animals;
  - ❖ Bacterial, parasitic or fungal hazards such as Giardia;
  - ❖ Falls on, from, or onto steep, slippery or uneven terrain resulting in contact with rocks, trees, obstructions or other participants;
  - ❖ Falling rock, flooding immersion in cold water potentially causing hypothermia, shock or drowning;
  - ❖ Deadfall and noxious vegetation.
- (b) Travel by plane and Motor vehicle: I am aware of the risk of mechanical failure or operational error including pilot or driver error.

I assume and accept all the risks and dangers of the Field trip and the possibility of personal injury, death, property damage or other loss as a result. I willingly accept these risks and agree to the terms of this Field Trip Waiver, even if the Lodge or any of the servants or agents are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of any Field Trip. In signing this Guided Hike Waiver, I am not relying on any oral, written, or visual statements of any kind, including promotional statements made by the Lodge in its brochures or by any of its servants or agents to induce me to go on a Field Trip. I confirm that I am the full age of Eighteen (18) years, that I have had sufficient time to read and understand what I am agreeing to in this Guided Hike Waiver before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors. I agree that this Guided Hike Waiver and the agreements it contains will be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia and I hereby irrevocably adhere to the jurisdiction of the Courts of British Columbia.

Signed and witnessed this \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Print Name of Participant	Print Name of Witness
Signature of Participant	Signature of Witness
Signature of Guardian or Parent (if participant is under 18 years of age)	Emergency Contact & Telephone Number
Emergency Contact's Relationship with the Participant	

***This waiver may not be altered in any way. Failure to sign this document forfeits the right to participate in a guided hike with Emerald Lake Lodge. This waiver must be already signed and presented in person to Emerald Lake Lodge guide before they will be permitted to attend a guided hike.***