

**RESCUE DYNAMICS**  
**5109 - 17 A Avenue NW**  
**Edmonton, Alberta**  
**T6L 1K5**  
**(780) 461-5040 fax / phone**

**email: [RescueDynamicsInfo@telusplanet.net](mailto:RescueDynamicsInfo@telusplanet.net)**  
**<http://www.RescueDynamics.ca>**

## **COURSE APPLICATION FORMS AND WAIVER**

**Copyright 2023 Cyril Shokoples**

**subject to revision without notice**

No part of this document may be reproduced in whole or in part by any means whatsoever, without the expressed written permission of the author.

**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 Wilderness Activities and Courses*

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
			Age
<b>Telephone</b>	Home	Office	Mobile

**TO: CYRIL SHOKOPLES** doing business as **RESCUE DYNAMICS; ASSOCIATION OF CANADIAN MOUNTAIN GUIDES; ALPINE CLUB OF CANADA; HIS MAJESTY THE KING IN RIGHT OF CANADA;** and their directors, officers, employees, guides, apprentice guides, instructors, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

#### **WILDERNESS ACTIVITIES AND COURSES**

In this Release Agreement, the term **"wilderness activities and courses"** shall include but is not limited to: alpine skiing, nordic skiing, telemark skiing, snowboarding, snowshoeing, hiking, touring, mountaineering, rock climbing, ice climbing, expeditions, trekking, glacier travel, and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, first aid, CPR and mountain rescue classes, courses, seminars and instruction, transportation, accommodation, food and beverage, and water supply, and all travel by or movement around helicopters, other aircraft, snowcats, snowmobiles or other vehicles and camping or overnight stays in the outdoors.

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 WILDERNESS ACTIVITIES AND COURSES 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.**

#### **NOTICE TO SNOWBOARDERS AND TELEMARK SKIERS - INCREASED RISK**

Unlike alpine ski boot/binding systems, snowboard, and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

#### **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.

**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 Wilderness Activities and Courses*

SIGNATURE OF  
CLIENT/STUDENT

**ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WILDERNESS TRAVEL, WEATHER**

I am aware that participation in wilderness activities and courses involves many risks, dangers and hazards. Avalanches occur frequently in the terrain used for wilderness activities and courses 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 is safe or whether an avalanche may occur. The terrain used for wilderness activities and courses is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees; tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; variable and difficult snow conditions; lightning; effects of high altitude including pulmonary edema and cerebral edema; snow immersion; equipment failure including equipment associated with or related to climbing, rappelling and belaying; encounters with dangerous or poisonous flora and fauna; impact or collision with other persons; becoming lost or separated from one's party or guide; loss of balance, slips, trips and falls; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; 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 WILDERNESS ACTIVITIES AND COURSES.**

Communication in the alpine terrain 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. Alpine weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene.

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

In consideration of the Releasees allowing me to participate in wilderness activities and courses 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 wilderness activities and courses, **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 WILDERNESS ACTIVITIES AND COURSES;**
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 wilderness activities and courses;
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 wilderness activities and courses 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 wilderness activities and courses 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 wilderness activities and courses, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ 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 WILDERNESS ACTIVITIES AND COURSES**

Witness Signature
Please Print Name of Witness

Signature of client/student
Date
Signature of Parent or Guardian if under age 19

## MEDICAL INFORMATION FORM

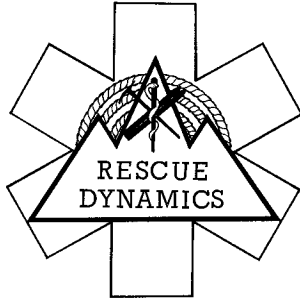
<b>Name</b>	<small>Last</small>	<small>First</small>	<small>Initial</small>
<b>Date of Birth</b>	<small>Year</small>	<small>Month</small>	<small>Day</small> <small>Age</small>

### EMERGENCY CONTACT

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

### MEDICAL INFORMATION

<b>ALLERGIES</b>	
<b>MEDICATIONS</b>	
<b>MEDICAL CONDITIONS</b>	
<b>FAMILY DOCTOR</b>	<small>Phone</small>
<b>MEDICAL INSURANCE NUMBER AND CARRIER</b>	
<b>IS THERE ANY OTHER HEALTH OR MEDICAL INFORMATION YOU WANT US TO KNOW ABOUT</b>	



# Rescue Dynamics

5109 - 17A Avenue NW, Edmonton, Alberta, Canada T6L 1K5

phone / fax (780) 461 - 5040

email: RescueDynamicsInfo@telusplanet.net

website: <http://www.RescueDynamics.ca>

## APPLICATION FORM, MEDICAL AND PERSONAL INFORMATION

*Fill out the following as completely as possible.*

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

PHONE - HOME \_\_\_\_\_ WORK \_\_\_\_\_

FAX \_\_\_\_\_ CELL \_\_\_\_\_

Will you have your cell phone with you during the course in case of emergency?  YES /  NO

EMAIL: \_\_\_\_\_

Do you wish to receive email correspondence regarding this course or other courses?  YES /  NO

COURSE YOU WISH TO ATTEND: \_\_\_\_\_

COURSE DATE: \_\_\_\_\_

EMERGENCY CONTACT - NAME: \_\_\_\_\_

PHONE - HOME \_\_\_\_\_ WORK \_\_\_\_\_

AGE:  <19 (specify:\_\_\_\_)  19 - 25  25 - 35  35 - 45  45 - 55  55 - 65  65 - 75  >75

I have enclosed full course payment or required deposit. Amount enclosed \_\_\_\_\_

I have read, understood, and agree to, the Booking and Cancellation Policies and Procedures.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

I require the following equipment (provided at no additional cost):

large day pack	<input type="checkbox"/> no	<input type="checkbox"/> yes
helmet	<input type="checkbox"/> no	<input type="checkbox"/> yes
harness	<input type="checkbox"/> no	<input type="checkbox"/> yes - waist size in inches _____
carabiners (2 locking)	<input type="checkbox"/> no	<input type="checkbox"/> yes
prusik slings	<input type="checkbox"/> no	<input type="checkbox"/> yes
rescue pulley	<input type="checkbox"/> no	<input type="checkbox"/> yes - for activities with glacier travel
crampons	<input type="checkbox"/> no	<input type="checkbox"/> yes - snow or ice courses only
ice axe	<input type="checkbox"/> no	<input type="checkbox"/> yes - snow, ice or glacier courses only
technical ice tools (2)	<input type="checkbox"/> no	<input type="checkbox"/> yes - winter ice climbing courses only
avalanche beacon	<input type="checkbox"/> no	<input type="checkbox"/> yes - avalanche & ski touring courses only
lightweight shovel	<input type="checkbox"/> no	<input type="checkbox"/> yes - avalanche & ski touring courses only
avalanche probe	<input type="checkbox"/> no	<input type="checkbox"/> yes - avalanche & ski touring courses only

