

OUR LADY OF THE MOUNTAINS and THE ROMAN CATHOLIC DIOCESE OF KAMLOOPS
(“OLOM AND RCDK”)
WAIVER FORM

READ CAREFULLY

**ACKNOWLEDGEMENT OF RISK,
WAIVER, RELEASE & INDEMNITY**

HOLY FAMILY CAMINO PILGRIMAGE (the “Activity”)

Please check off the box for the date/s of the Activity you plan to participate in.

<input type="checkbox"/>	23rd-24th June 2023	2 days and 1 night Pilgrimage (totalling to 25km walking/hiking). Friday night will be camping at Cal-Cheak campsite. The entire weekend is composed of walks, talks, Masses and various physical activities.
<input type="checkbox"/>	16th-21st July 2023	6 days and 5 nights camping Pilgrimage, totalling to 96km of walking and hiking. The Activity will be from Squamish to Whistler. The entire week is composed of walks, talks, Masses and various physical activities.
<input type="checkbox"/>	1st-3rd Sept 2023	3 days and 2 nights camping Pilgrimage, totalling to 42km of walking and hiking. The Activity will be from Mount Currie to Whistler. The entire weekend is composed of walks, talks, Masses and various physical activities.

Please PRINT

FIRST PARTICIPANT’S FULL NAME <i>(last name, given name)</i>	Medical / Care Card Number
SECOND PARTICIPANT’S FULL NAME <i>(last name, given name)</i>	

It is a condition of your participation in this Activity that you, the undersigned, must carefully read this document and sign it to acknowledge that you have read it and understand that the participation in the Activity may expose you to risks of harm and that you accept full responsibility for exposure to such risks.

ASSUMPTION OF RISKS

I, the undersigned, understand that, in respect of participation in the Activity, it is my responsibility to ensure that I consider and understand the risks, dangers, hazards and consequences of injury inherent in the Activity, **including but not limited to the following:**

1. **Camping:** injury or death caused by creeks, rocks, boulders, forest deadfall, trees, tree stumps, tree wells, tree fall, uneven terrain, holes or depressions, bridges, fences, electrified fence, man-made structures including tent and dining that may collapse, impact or collision with other persons or objects, slips and falls; water supply and food that may become contaminated; equipment failure or misuse relating to propane tanks, water heater tanks, wood fire stoves, cooking and refrigeration appliances, as well as scolding water, wood fires;
2. **Hiking:** injury or death caused by hiking, either on or off trail, in terrain that may be unfamiliar, where hikers may get lost, off route or be separated from the rest of the group or may not have received instructions or directions from the priest and/or volunteers (collectively the **“OLOM & RCDK staff”**), or where a hiker is not sufficiently fit, has medical conditions, needs medications, or has psychological/mental conditions; hiking in terrain that may be steep where a hiker may fall, or involve crossing creeks, rocks, boulders, forest deadfall, trees, tree stumps, tree wells, tree fall, uneven terrain, holes or depressions, or bridges; falling rock, ice, other persons or other objects colliding with hikers; scree, talus, boulder, snow or ice conditions that make stable footing difficult;

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3. **Unpredictable Weather:** injury or death caused by changing weather conditions, high winds, lightning, freezing temperatures and other weather conditions which can be extreme in mountainous and forest areas that can change rapidly without warning;
4. **Wild Animals, Insects:** injury or death caused by attacks, bites, or other contact with animals and/or insects that are unpredictable and unforeseeable;
5. **Illness:** injury or death caused by altitude, untreated water, food poisoning, allergies, infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact or due to the difficulty of maintaining hygiene;
6. **Immediate Medical Care:** injury or death caused by unreliable communications and the lack of proximity to medical care which may not be readily available or effective; and
7. **Negligence:** injury or death caused by the conduct including negligence of other participants and **ON THE PART OF THE OLOM & RCDK STAFF, THE OLOM AND RCDK INCLUDING THE FAILURE BY THE OLOM & RCDK STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, RISKS AND HAZARDS OF THE ACTIVITY.**

1 Initial here:

2 Initial here:

ACKNOWLEDGMENT

I AM AWARE OF AND NOW FREELY ACCEPT AND ASSUME RESPONSIBILITY FOR ALL RISKS IN RELATION WITH MY PARTICIPATION IN THE ACTIVITY, INCLUDING AS FOLLOWS:

1. My participation in the Activity, even if I possess behavioural characteristics, physical health and abilities appropriate for the Activity, poses risks of harm to me.
2. The Activity involve many dangers, risks and hazards and I fully and in all legal and other respects assume and accept all those dangers, risks and hazards.
3. The nature of the Activity is such that OLOM AND RCDK staff cannot fully identify to prevent any risks/harm that may be incurred by the undersigned participant.
4. The OLOM AND RCDK staff may fail to predict whether the terrain and the site/venue is safe for the Activity and cannot guarantee that OLOM AND RCDK staff participating in the Activity will not make errors therein.
5. Other participants and non-participant(s) of the Activity may cause harm that OLOM AND RCDK staff cannot or might not be able to prevent.

1 Initial here:

2 Initial here:

I, THE UNDERSIGNED HEREBY CONSENT TO PARTICIPATING IN THE ACTIVITY:

1. **I NOW WAIVE ALL LEGAL RIGHTS TO SUE AND ANY AND ALL CLAIMS** which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against OLOM AND RCDK and OLOM & RCDK staff in connection with any loss, injury, damage or expense that I may suffer, incur or experience in connection with my participation in the Activity;
2. **I HEREBY RELEASE** OLOM AND RCDK and OLOM & RCDK staff from any and all liability for any complaints, demands, claims, actions, suits, judgments and orders for any and all losses, injuries, damage or expenses I may suffer, incur or experience in connection with my participation in the Activity; and
3. **I AGREE TO INDEMNIFY** OLOM AND RCDK and OLOM & RCDK staff for and hold it harmless from any and all losses, injuries, damages and expenses of any kind that OLOM AND RCDK and OLOM & RCDK staff may suffer, incur or experience and for any and all complaints, demands, claims, actions, suits, judgments and orders for any and all losses, injuries, damages or expenses of any kind anyone else may suffer, incur or experience in connection with my participation in the Activity.

1 Initial here:

2 Initial here:

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EMERGENCY INFORMATION AND MEDICAL CONSENT

I hereby authorize OLOM AND RCDK staff, in the event of an apprehended emergency, to administer first aid to me and transport or arrange emergency transportation to a medical facility for appropriate medical treatment.

Emergency Contacts:

Name	Relation to Participant	Contact number

List any Medical or behavioural concern OLOM & RCDK staff should be aware of. Please include allergies, life threatening conditions, disabilities, or if extra assistance is required.

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PICK-UP & DROP OFF:

I understand it is my responsibility to communicate to OLOM & RCDK staff any special instructions necessary in respect of the pick-up and/or drop off.

PERMISSION TO UTILIZE PHOTOS AND TESTIMONIALS:

I hereby authorize the OLOM & RCDK staff to photograph and/or otherwise record images and/or sounds of or including me while I participate in the activities described above and to freely publish and otherwise make use of as it wishes, without compensation to me or anyone else. All such photographic images and other recordings are for the purpose of documenting and promoting OLOM AND RCDK programs and events. **Yes:** _____ **No:** _____

In signing this document and participating in the Activity, I do not rely upon any oral or written statements, promises or other communications made by OLOM & RCDK staff other than that set out in this document. This document will be exclusively governed and interpreted in accordance with the laws of British Columbia and no court outside British Columbia will have any jurisdiction over this Consent, the Activity, or any of the matters arising from them.

I HAVE FULLY READ AND UNDERSTOOD THIS DOCUMENT

Print Name:
Phone:
Email:
Signature:
Date:

Print Name:
Phone:
Email:
Signature:
Date: