

**PLACES LESS TRAVELLED LTD.**

RE: PURCELL LODGE and FORTRESS LAKE CABINS

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR  
TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

***PLEASE READ CAREFULLY!***

SIGNATURE OF GUEST

<b>Name</b>	Last	First	Middle
<b>Address</b>	Street	City	
	Prov/State	Country	Code
<b>Telephone</b>	Home	Office	Mobile
<b>Email Address</b>			
<b>Date of Birth</b>	Year	Month	Day
<b>Trip Date</b>	Year/Month/Day		

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

# PLACES LESS TRAVELLED LTD.

RE: PURCELL LODGE and FORTRESS LAKE CABINS

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

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***PLEASE READ CAREFULLY!***

**TO: ABC WILDERNESS ADVENTURES LTD., PLACES LESS TRAVELLED LTD., FORTRESS LAKE LODGE INC., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY PARKS CANADA AGENCY, CANADIAN HELICOPTERS LTD., ALPINE HELICOPTERS LTD.,** and their directors, officers, employees, guides, independent contractors, subcontractors, representatives, volunteers, agents (including but not limited to any persons or companies organizing, advertising, selling, accepting payment, hosting and/or escorting wilderness activities), successors and assigns [all of whom are hereinafter collectively referred to as "**the Releasees**"].

### **DEFINITION**

In this Agreement, the term "**wilderness activities**" shall include but is not limited to: hiking, nature study, snow sports, touring, mountaineering, rock or ice climbing, expeditions, trekking, glacier travel, mountain biking, horseback riding, swimming, boating, fishing, watersports, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, rescue and first aid services, and all travel by or movement around vehicles, helicopters, other aircraft, horses and pack animals, all terrain vehicles, watercraft or other vehicles.

### **ASSUMPTION OF RISKS – UNSTABLE SLOPES, MOUNTAIN TERRAIN, WILDERNESS TRAVEL, WEATHER**

I am aware that participation in wilderness activities, involves many risks, dangers and hazards. Rock, snow, or ice falls and mudslides occur frequently in the terrain used for wilderness 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 is safe for use or travel. The terrain used for wilderness activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: snow cornices; crevasses; cliffs; falling trees; creek or river crossings; cold water; high winds; lightning; loose or unstable rocks, boulders, ice, snow, roots and fallen logs; slippery and difficult ground and travel conditions; hypothermia; effects of high altitude including pulmonary edema and cerebral edema; equipment failure; encounters with domestic and wild animals; slips, falls and impacts or collision with other persons, animals, equipment, or objects; becoming lost or separated from one's party or guide; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.** Communication in the wilderness 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. Mountain weather conditions may be extreme and can change rapidly and without warning.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES 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 PARTICIPANTS IN WILDERNESS ACTIVITIES - INCREASED RISK**

Unlike outdoor and recreational activities close to settlements, wilderness activities because of their isolated locations and often difficult access, are subject to increased risk of serious injury or death as a result of your isolation and lack of services.

**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 AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in wilderness activities as defined in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, 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**, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES REFERRED TO ABOVE;

- 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;
- 3. This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this 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, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.**

Witness's Signature
Witness's Printed Name
Date

Guest's Signature
Guest's Printed Name
Signature of Parent or Guardian if guest is under age 19

*The participant must complete this AGREEMENT in full, without alteration, and sign it in two locations in the presence of PLT staff, prior to departure from the Golden, B.C. staging area.*

Why the need for the previous pages and the agreement? Please read on...

## Backcountry

By Jon Waterman

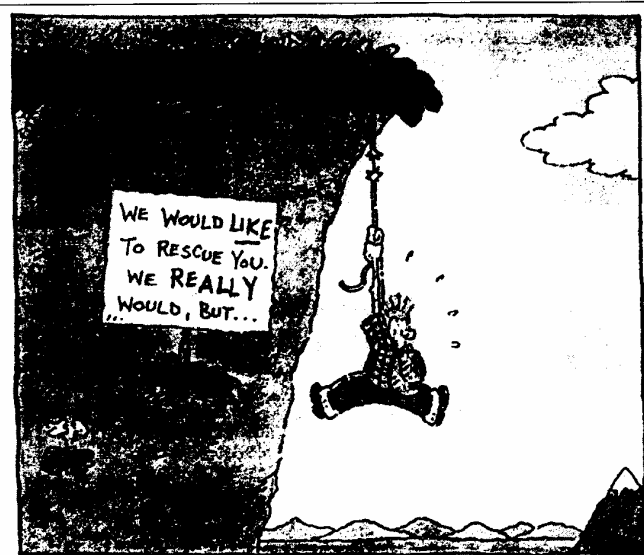
# LIABLE TO MAKE YOU MAD

*Who's responsible if you get hurt in the backcountry? Ask a Lawyer.*

**M**ost of us borrow the backcountry for solitude and self-sufficiency and to dodge the madness of the world. A select few stumble upon catastrophe though, call for a rescue, then pass the responsibility to anyone but themselves in order to steal a profit. Backcountry lawsuits are all the rage these days.

The typical example is a woman who frostbit her feet on subzero Mount Denali, Alaska. She sued Recreational Equipment, Inc. for selling her the boots she used. Six months later, she won \$3,000 in an out-of-court settlement from REI's insurance company. Her lack of responsibility for herself on the mountain and her abuse of the legal system are saddening. But what is really disturbing is the vigor with which similar cases are sprouting. The more cases that arise, the greater the acceptance of farfetched claims. Everyone thinks they can cash in. Unfortunately they are. A "three K" (lawsuit lingo for \$3,000) is small change compared to most settlements. Several years ago in Yosemite Valley a mountain biker rode past a "Closed to Bikes" sign, fell, and was paralyzed. She sued Curry Company, the park's concessionaire, and won \$3.6 million. The argument was that although the trail was closed to bikes, the sign failed to warn that the trail was dangerous.

It's liable to make you mad. You want to point a finger at someone, but everything's so darned oily, and blame slides incestuously from one player to the next. Ask the attorneys and they insist it's their moral obligation to champion a client's cause, whether they believe the claim just or not. Others divert attention toward the "expert witnesses," who buzz around such cases like flies over carrion. It's their testimony that often lends tabloidlike credence to a plaintiff's horror stories. Or maybe Armando Menocal, a public defense lawyer, is right when he says that



*A sign of the times: Will a chapter on litigation be added to wilderness survival guidebooks?*

insurance companies have only themselves to blame, setting poor precedents with their hasty, out-of-court settlements. "They're cowards," says Menocal.

Ed Shearick, vice-president of Rhulen Insurance Company, one of the few firms that still insures outdoor businesses, says that in a "heart-rending situation where the plaintiffs attorneys can milk a jury, in the end, it's often cheaper to settle out of court."

Unfortunately, outdoor manufacturers are often small-scale operations that can't bear the strain of lawsuit expenses and increased insurance rates. In one suit against Chouinard Equipment, for instance, a plumber misusing a carabiner fell into a tank of water and contracted Legionnaires disease. He is suing Chouinard Equipment for an undisclosed six-figure amount. Subsequently, owner Yvon Chouinard filed for bankruptcy, sold the company to its employees, and set aside a trust fund as a shield against impending litigation.

Outdoor equipment manufacturers are paying the price now, but we will all pay later. Setting a

precedent that makes the land-management agencies responsible for everyone's safety could eventually limit backcountry use in parks. Imagine being required to present your gear and credentials for inspection before heading into the wilds. Equipment costs will soar, landowners will shut down trail access (already happening in some locales), outdoor schools will close. Many manufacturers may just give up entirely.

In light of the torrent of absurd litigation outdoor equipment manufacturers have banded together to take the offensive through two groups: the Outdoor Recreation Coalition of America and the Climbing Industries of America. Both are developing standardized warning labels for their products, guidelines for catalogs, and safety standards for gear.

But even ORCA and the CIA might not be adequate defense against irresponsible limping plaintiffs, fattened attorneys, noodle-backed insurance companies, and inexpert witnesses. I'd prefer to throw the lot of them to the sharks. Then, when they plead for a rescue, they should be thrown the following warning label attached to an old, frayed rope:

Dear Victim: We would like to rescue you. We really would. Unfortunately you removed our ability to manufacture quality gear with your acquisitive, malicious lawsuits, and all we have left is this piece of frayed rope. You are the one who cut it. You needn't think about filing a lawsuit against a manufacturer, because they have gone away. You are alone. Signed, The Last Whisper from an Obsolete Outdoor Industry.

Contributing Editor Jon Waterman, a former editor with Climbing magazine, is the author of *Surviving Denali* and *High Alaska*.

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