

## Guest Participation in RMRA Day Trip Activities

### Process

1. A non-member of Rocky Mountain Ramblers Association (RMRA) who wishes to participate in occasional RMRA day trip activity may do so if sponsored by an RMRA member in good standing for a maximum of 3 times per calendar year.
2. Prospective guests must read the RMRA Guest Application and Waiver form and their sponsor must notify the trip coordinator of their wish to attend the trip in advance. *(The form may be accessed and completed by the guest's sponsor on-line from the RMRA Website Calendar entry for the trip; by entering the information on-line, an email notification will automatically go to the trip coordinator, prospective guest and their sponsor).*
3. If the trip coordinator agrees to accept the guest on their trip, they will send an email to that effect to the guest and their sponsor.
4. The guest or sponsor must print the completed Guest Application and Waiver form and bring it to the meeting place for the trip, where they will sign it and have it witnessed by the trip coordinator.

*Complete this form. Your application will not be accepted:*

- if the form is not fully completed;
- if your information is not legible;
- if there are any alterations or deletions in the form; or
- if you do not initial, sign, and date the form.

*Your witness should not be a family member, and should observe you sign and initial the form.*

### Contractual Relationship

By completing this Guest Application & Waiver form you are agreeing to the terms and conditions set out in this form. By allowing you to sign the Trip Sheet as a participant on an RMRA trip, the RMRA is accepting your application to participate as a guest. Your application is the "offer" and the permission to participate in an RMRA trip constitutes the RMRA's "acceptance" of your offer and, as a result, there is a contractual relationship between you and the RMRA.

### Release of Liability, Waiver of All Possible Claims and Assumption of Risk

The RMRA is not covered by any general liability insurance. The RMRA protects itself and all of the members of the Association from lawsuits by having all members sign a "Release of Liability, Waiver of All Possible Claims and Assumption of Risk" form. By signing this form, you are agreeing not to sue either the RMRA or any of its members, agents or contractors, for any loss or damage you may suffer, whether personal injury, death or property damage, as a result of participating in any activity organized by the RMRA or its members, even if they were negligent and their negligence resulted in injury to yourself or your property or in your death.

***By executing the application you are assuming both physical and legal risks.***

***You are advised to seek independent legal advice to completely understand the implications of this part of the Guest Application form.***

### Participant's Responsibilities

#### Adequate Ability

I will participate only in Activities where my skill level, physical endurance, current physical condition and mental attitude will allow me to adequately complete the Activity without becoming a burden to the Coordinator or to the rest of the group.

#### Decisions of the Group

I agree to abide by the decisions of the Group such as those regarding the route taken; trip objectives; turnaround time; pace; and duration and frequency of rest stops.

I agree that I will participate in Group decisions to minimize exposure to known risks, but if such decisions impose physical risks on me greater than my tolerance to risk allows, I agree to immediately inform the Coordinator of my discomfort or my inability or unwillingness to continue. I acknowledge that the Coordinator may cast the tie-breaking vote in group decisions and may propose, if another willing Coordinator or sufficiently experienced and willing member is available, to split the group into sub-groups to accommodate different skill and ability levels.

#### Staying with the Group

I will not separate myself from the group and will ensure I remain in sight of other group members. I understand that this may involve going faster or slower than my regular pace and/or waiting for others. At the end of the trip I will wait at the trailhead until everyone is accounted for.

#### Insurance

I will carry my Health Care Card with me while on RMRA activities. I will only volunteer to drive if my vehicle is roadworthy for the day's driving conditions and I have adequate insurance as required by law in the jurisdiction(s) of the drive.

#### Extraordinary Expenses

I am fully responsible for all costs and expenses which may be incurred in providing any special services to me, outside of regular services agreed to or provided by the RMRA in connection with the Activities, and without limiting the generality of the foregoing, I agree to be responsible for and to pay for all and any costs of rescues, special travel, medical attention or other special outlay for me personally, and to reimburse the RMRA or any member of the RMRA for all costs of these services as may be incurred by them for my benefit or at my request.

**Trip Description**

**Trip Name:**

**Activity:**

**Trip Rating:**

**Distance:**

**Elevation gain:**

**Hazards/Unusual Terrain:**

**Special Equipment:**

**Guest and Sponsor Information**

**Trip Date:**

|              | <b>Guest</b> | <b>Sponsor</b> |
|--------------|--------------|----------------|
| <b>Name</b>  |              |                |
| <b>Phone</b> |              |                |
| <b>eMail</b> |              |                |

**Release of Liability, Waiver of All Possible Claims and Assumption of Risk**

*PLEASE READ CAREFULLY BEFORE SIGNING*

**WARNING:** By signing this form you give up your right to bring a court action to recover compensation for any injury to yourself or your property. You also give up your family's right to bring an action to recover compensation as a result of your death. You are assuming both physical and legal risks that have potential financial implications for yourself and/or your family should you be injured or killed while participating in an Association activity.

**In consideration of being accepted as a guest to participate in the activities organized and sponsored by the Rocky Mountain Ramblers Association, its members, officers, employees, agents and contractors (hereinafter referred to as the "RMRA") I hereby acknowledge and agree that:**

|  |   |
|--|---|
| 1. I have read the Participant's Responsibilities (previous page) that was provided or made available to me with this Guest Application form.      | <hr/> <i>Guest Applicant's Initials</i> |
| 2. I have been provided with description and rating of the trip, including any special equipment needed and unusual risks and hazards of the trip. |   |

3. The Activities organized by the RMRA have inherent risks and I have full knowledge of the nature and extent of the risks associated with the Activities organized by the RMRA, particulars of which include but are not limited to the risks and hazards outlined in the Trip Description (above). I am voluntarily assuming the risks involved and in so doing I fully understand that I will be solely responsible for any loss or damage I sustain, including loss or damage caused by injury to my person or property or by my death howsoever caused and notwithstanding that same may have been caused or contributed to by the negligence of the RMRA.
4. The members of the RMRA acting as the coordinators of the Activities:
  - a) are not professional leaders, guides or licensed first aid attendants;
  - b) may not have any outdoor leadership or first aid training or experience; and
  - c) are not responsible for my safety while participating in any activity.
5. Other members participating with me in the Activities are not responsible for my safety.
6. I could suffer serious physical injury or even death as a result of participating in the Activities organized by the RMRA
7. This Release of Liability, Waiver of All Possible Claims and Assumption of Risk form applies to all RMRA Activities in which I participate related to the trip listed above.

8. The RMRA will not permit me to participate in any Activities unless I sign this Release of Liability, Waiver of All Possible Claims and Assumption of Risk form.

9. This Release of Liability, Waiver of All Possible Claims and Assumption of Risk shall be governed by the laws of the Province of Alberta.

The RMRA is not responsible for any loss or damage sustained by me including loss or damage caused by injury to my person or property or by my death howsoever caused and notwithstanding that same may have been caused by or contributed to by the negligence of the RMRA.

I agree to relieve the RMRA of all liability for all loss or damage arising out of any cause whatsoever including the negligence of the RMRA. I hereby exempt the RMRA from the legal consequences that would otherwise flow from their negligence.

I hereby release, waive and discharge the RMRA from all liability to myself, my heirs, executors, administrators and assigns for all loss or damage and any claims or demands for such loss or damage on account of injury to my person or property or by my death whether caused by the negligence of the RMRA or otherwise and I further agree not to sue the RMRA.

I am the full age of 18 years. I am aware of the nature and effect of this Release of Liability, Waiver of All Possible Claims and Assumption of Risk. I am aware of my right to sue the RMRA in the event I sustain loss or damage caused by injury to my person or property, and the right of my personal representatives to sue the RMRA for loss or damage arising from my death, if the physical injury to my person or property or my death was caused by or contributed to by the negligence of the RMRA, and **I hereby give up this right on behalf of myself personally and on behalf of my heirs, executors, administrators and assigns in order to join the RMRA and participate in Activities organized or sponsored by the RMRA.**

I acknowledge that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement.

I am executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of the RMRA. I acknowledge having read this entire agreement prior to signing it.

**INTENDING TO BE LEGALLY BOUND I have signed this Release of Liability, Waiver of All Possible Claims**

**and Assumption of Risk form for this trip on**

\_\_\_\_\_  
Signature of Guest Applicant

### **Sponsoring Member:**

I have communicated to my Guest the nature of the activity in which they will be participating, including, but not limited to, technical difficulty, special equipment recommended or required by the RMRA Risk Management Policies, conditions likely to be encountered, distance to be covered and elevation gain, plus any other gear, clothing or food & water expected of regular members.

I have made reasonable efforts to ensure that my Guest has the experience and capability to undertake the planned activity

I am aware of any medical condition that my guest may have and know how to help them if it requires medicinal or minor remedial care.

I will accompany them for the duration of the trip.