

Instructions for Parents of Minor Children

Procedure

1. Read this form and the Outdoor Activities Guide (the "Guide"). Executive members are present at meetings to answer questions about applications and regulations.

Copies of this form and the Guide are available at meetings. You can read the Guide online, and print a copy of this form from the website - please staple Parts 1 and 2 together.

2. Complete Parts 1 and 2 of this form. Your application will not be accepted:

- if both Parts are not fully completed;
 - if your information is not legible;
 - if there are any alterations or deletions in Part 2; or
 - if you do not initial, sign, and date Parts 1 and 2.
- Your witness should not be a family member, and should observe you sign and initial Parts 1 and 2.

3. Deliver Parts 1 and 2 of the completed form:

- Scan or photograph the form & email to membership@ramblers.ab.ca; or
- by mail to the RMRA; or
- in person to an Executive member at a meeting; or
- in person to a Coordinator, although this is discouraged as Coordinators are not couriers - check ahead with them.

Meetings

The RMRA meets some Wednesdays at 7:30 PM at Rosemont Community Hall, 2807 10th Street NW, Calgary, Alberta. See the website Calendar. These meetings are open to the public.

Mailing Address

Rocky Mountain Ramblers Association,
PO Box 75044 Cambrian,
Calgary, Alberta, T2K 6J8

Website

www.ramblers.ab.ca.

Legal Guardian

The term "Legal Guardian" may be substituted for and used in place of the term "Parent" throughout this form.

Minor Child

A Minor Child is a person less than 18 years of age.

Responsible Member for a Minor Child

A Responsible member for a minor child is a member in good standing of the RMRA who is either a parent of the child or a member who has been given responsibility for the child by a parent of the child. The Responsible member is solely responsible for the child's needs, welfare, and safety while participating in outdoor activities offered by the RMRA (the "Activities"). The following are some regulations regarding participating children:

- there will be at least one Responsible member on a one for one basis for each child on a trip;
- the Responsible member should only take a child on trips that are well within the capabilities of both the child and the Responsible member;
- the Responsible member will stay with the child at all times during the activity, including transportation to and from the trailhead; and
- the Responsible member must notify the Coordinator well before the day of the trip to ask whether children may participate.

Outdoor Activities Guide

The content of this guide is incorporated into the Release of Liability, Waiver of All Possible Claims and Assumption of Risk and becomes part of this document.

PART 1: Parent's Information

List your children and members of the RMRA who will be Responsible members for your children while participating in the Activities.

PART 2: Release of Liability, Waiver of All Possible Claims and Assumption of Risk

The RMRA is not covered by any general liability insurance. By signing this form you are agreeing not to sue either the RMRA or any of its members, agents or contractors on behalf of your child as a result of your child participating in any activity organized by the RMRA or its members, even if they were negligent and their negligence resulted in injury or death of your child.

By executing Part 2 of this form 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 form.

PART 1: Parent's Information

(Please print clearly using a pen)

NAME: *[required]* _____

ADDRESS: *[required]* _____

_____ POSTAL CODE _____

PRIMARY PHONE: *[required]* _____

The following are members in good standing of the RMRA who will be responsible for the needs, welfare, and safety of my children while participating in RMRA Activities (may include one or both Parents):

Responsible Members for my Minor Children

1. _____
2. _____
3. _____
4. _____

The following are the names and ages of my children who may from time to time accompany one or more of the above listed Responsible Members while participating in RMRA Activities:

Child's Full Name	Child's Age
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Signed this _____ day of _____, 20_____.

Signature of Witness

Signature of Parent

Name of Witness* *(please print)*

*should not be a member of the parent's family

FOR RMRA USE ONLY

This application for participation of minor children has been accepted

this _____ day of _____, 20_____

Per: _____
ROCKY MOUNTAIN RAMBLERS ASSOCIATION

**PART 2: 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 or death of your minor children.

By signing this form you are assuming both physical and legal risks that have potential financial implications for yourself and/or your family should your children be injured or killed while participating in an Association activity.

I HEREBY ACKNOWLEDGE AND AGREE that:

- | | |
|---|------------------------------------|
| <ol style="list-style-type: none">1. I have read the Rocky Mountain Ramblers Association (the "RMRA") Outdoor Activities Guide (Oct 2000 edition) that was provided or made available to me with this Participation of Minor Children form; in particular I have carefully read the following topics of this Guide:<ol style="list-style-type: none">a) Description of outdoor activities offered by the RMRA (the "Activities"); associated Risks and Hazards;b) RMRA Risk Management Policies and Guidelines;c) Participant's Responsibilities; Coordinator's Responsibilities; andd) Trip Rating System.2. The entire content of the RMRA Outdoor Activities Guide is incorporated by reference into this Release of Liability, Waiver of All Possible Claims and Assumption of Risk form and becomes part of this document. | <hr/> <i>Parent's
Initials</i> |
|---|------------------------------------|

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 RMRA Outdoor Activities Guide.
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 the safety of my children while participating in any activity.
5. Other members participating in the Activities are not responsible for the safety of my children.
6. My children 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:
 - a) applies to all Activities in which my children participate whether occurring in the near or distant future;
 - b) only has to be signed once a year;
 - c) need not be brought to my attention each time my children participate in the Activities in order to be effective; and
 - d) does not have to be signed for each and every Activity in which my children may participate.
8. The RMRA will not permit my children 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.

(continued on page 4)

**PART 2: Release of Liability, Waiver of All Possible Claims
and Assumption of Risk**

(continued from page 3)

RELEASE AND WAIVER OF LIABILITY FOR MINOR CHILDREN

In consideration of my minor child or children (hereinafter referred to as "my children") being able to accompany me or a Responsible Member in the Activities organized or sponsored by the RMRA I acknowledge and agree as follows:

The RMRA, its members, officers, employees, agents and contractors (hereinafter referred to as the "RMRA") and each of them are not responsible for any loss or damage sustained by my children including loss or damage caused by injury to their person or property or by their death howsoever caused and notwithstanding that same may have been caused by or contributed to by the negligence of the RMRA.

I have full knowledge of the nature and extent of the risks to my children involved in the activities organized by the RMRA. 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 they sustain, including loss or damage caused by injury to their person or property or by their death howsoever caused and notwithstanding that same may have been caused 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 my children for all loss or damage and any claims or demands for such loss or damage on account of injury to their person or property or by their death whether caused by the negligence of the RMRA or otherwise and I further agree not to sue the RMRA on behalf of my children.

I am the full age of 18 years. I am aware of the nature and effect of this Release and Waiver of Liability for Minor Children. I am aware of my right to sue the RMRA on behalf of my children in the event they sustain loss or damage caused by injury to their person or property, and the right of their personal representatives to sue the RMRA for loss or damage arising from their death, if the physical injury to their person or property or their 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 have my children participate in activities organized or sponsored by the RMRA.**

I agree to indemnify and save harmless the RMRA against and from all actions, damages and demands which may hereafter be brought against the RMRA by the next friend of my children or by my children in respect of or arising out of any loss or damage they sustained caused by injury to their person or property or by their death whether caused by the negligence of the RMRA or otherwise.

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 this _____ day of _____, 20____.

Signature of Witness

Signature of Parent

Name of Witness* *(please print)*

Name of Parent *(please print)*

*should not be a member of the parent's family