

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Initial	Telephone
Address	Street	City	Prov/State	
	Postal / Zip Code	Email	Birthdate MM / DD / YYYY	
Emergency Contact	Name/Relation			Telephone

I, _____ (the "**Participant**") sign on the ____ day of _____, 20__ this RELEASE AND WAIVER OF LIABILITY (the "**Release**") in favour of the Human and Nature Youth Club, and all related or associated companies and their respective owners, directors, officers, employees, volunteers, agents, representatives, coaches, instructors, guides/tailguides, trip leaders, team leaders, contractors, subcontractors, sponsors, funders, facilitators, successors and assigns, and host locations (hereinafter collectively referred to as the "**Releasees**").

In this Release, the term "**Club Activities**" refers to nature-based programs, curricula, trips, and competitions and shall include, but is not limited to: walking and hiking, indoor and outdoor interaction with and study of plants, animals, and abiotic items, shoreline study and clean-up, laboratory study including the use of magnifying glasses, glass containers and sharp blades, teamwork and teambuilding activities, recreational field games, observing and touching wild animals, and all related activities, services, and use of facilities, equipment, and/or terrain either provided, facilitated, or arranged by the Releasees, including assisted, guided, instructional, and orientational programs, and further includes transportation by public or private conveyances.

ACKNOWLEDGEMENT-SAFETY

Initial

I acknowledge that I have been advised I must, and I will, wear the appropriate safety or protective equipment as directed while participating in Club Activities.

I am aware that the physical exertion required by Club Activities and forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the Club Activities.

I acknowledge that I will not be under the influence of drugs and/or alcohol while participating in Club Activities.

I acknowledge that throughout my involvement in Club Activities, the Releasees may provide me with personal assistance to enable my participation (the "**Assistance**"). While the Releasees will, to the best of their ability, provide me with a safe experience, I acknowledge that the Releasees do not guarantee my safety, that such contact could increase the risk of infectious disease spread, and I participate in the Club Activities at my own risk.

DESCRIPTION AND ASSUMPTION OF RISKS

Initial

There are many potential **RISKS, DANGERS** and **HAZARDS** associated with Club Activities including the **RISK OF SEVERE INJURY OR DEATH**.

The terrain used for Club Activities may be uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards, and the Releasees make no representations as to whether the terrain is safe.

Risks, dangers and hazards associated with Club Activities may include, **but are not limited to:**

Accidents which occur during transportation to and from the Club Activities location, extreme variation in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, treewells, trees, potholes and other objects; falling trees; cliffs; ungrouted, unmarked and uncontrolled terrain; exposed or concealed holes or

depressions on or below the surface or ground cover; limited visibility; falls, trips and slips; falls from height; negligence of other outdoor participants; still and moving water; lakes, streams, creeks and rivers; variable, severe or rapidly changing weather with little or no warning including storms, high winds and whiteouts; hyperthermia and/or heat exhaustion and/or heat stroke; hypothermia; frostbite; dehydration; loss of balance or control and falls, particularly on steep, slippery or difficult terrain; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure; failure to act safely or within one's ability or within a designated area; being struck by objects; injury from laboratory activities; food allergies; food-borne and water-borne illnesses; encounters with domestic or wild animals; animal bites; allergic reactions; poisonous animals, insects, and plants; becoming lost, going off route or becoming separated from one's party; solitary activities once signed out from and after having departed official Club Activities, and infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact, or negligence of other persons.

I am aware that participation in Club Activities also **MAY INCLUDE RISKS INCLUDING 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CLUB ACTIVITIES AND IMPROPER/INCOMPLETE INSTRUCTION. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

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

In consideration of the RELEASEES agreeing to my participation in Club Activities, I do hereby freely, voluntarily, and without duress 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 Club Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CLUB ACTIVITIES INCLUDING THE RISKS REFERRED TO ABOVE.**
2. I agree **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 Club Activities and from any events occurring subsequent to my departure from Club Activities.
3. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself (or brought on behalf of an infant (or an individual legally incapable of executing this Release Agreement), if I am executing this Release as the parent/guardian on behalf the said participant of the Club Activities) in respect of any matters occurring during or subsequent to my participation in Club Activities.
4. Should I require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Club Activities, I consent to such treatment as deemed necessary by the Releasees.
5. Should I require non-scheduled or emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such non-scheduled or emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
6. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in Club Activities.
7. I understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, included but not limited to medical, health or disability insurance.

8. I certify that I am in good health to participate in Club Activities and that no qualified medical professional has advised me to **not** participate in Club Activities.

9. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

11. Any litigation involving the parties to this Release 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.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

In entering into this Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Club Activities, other than what is set forth in this Release.

PHOTO/VIDEO RELEASE – I understand that during Club Activities I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

I confirm that I have read and understand this Release Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.

Date: _____ Participant's Date of Birth (MM/DD/YYYY): _____

Participant's Signature

Parent/Guardian's Signature

Witness' Signature

Participant's Printed Name

Parent/Guardian's Printed Name

Witness' Printed Name