

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		Brithdate MM / DD / YYYY
Emergency Contact	Name			Telephone

I, _____ (the "Participant") sign on the ____ day of _____, 20__ this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMNT in favour of VanOutdoors Society, and all related or associated companies and their respective owners, directors, officers, employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "**Releasees**").

In this Release Agreement, the term "**Adventure Activities**" shall include all activities, events, or services provided, arranged, organized, conducted, instructed, sponsored, or authorized by the Releasees, including but not limited to: walking, hiking, mountain biking, rafting, canoeing, kayaking, stand up paddleboarding, wakeboarding, swimming, skiing/snowboarding, snowshoeing, dog sledding, camping, skating, horseback riding, rock climbing, ropes course/ziplining, 4x4 vehicle tours, and volunteer farming, including orientation and instructional sessions or classes, transportation, loading and unloading of vehicles, carrying of equipment, accommodation (including camping or overnight stays in the outdoors), food and beverage, and water supply, and all recreational and skill development activities either provided by or arranged by the Releasees.

ACKNOWLEDGEMENT – SAFETY

Initial _____

I acknowledge that I have been advised I must, and I will, wear the appropriate safety or protective equipment while participating in Adventure Activities. Instruction in the proper use of the equipment is available from the instructional providers. I am aware that the physical exertion required by Adventure 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 Adventure Activities.

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

DESCRIPTION AND ASSUMPTION OF RISKS

Initial _____

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

The terrain used for Adventure Activities is uncontrolled, unmarked, not inspected, and involves many risks, dangers and hazards. Risks, dangers and hazards associated with Adventure Activities may be caused by natural forces or by persons travelling through the terrain and may include, **but are not limited to:**

Accidents which occur during transportation to and from the location; falls, trips and slips; extreme variation in terrain, including hidden or exposed rocks, boulders, ice, logs, stumps, roots, forest deadfall, tree wells, trees and other objects; falling trees; still and moving water; lakes, streams, creeks and rivers, including crossings; cold water immersion; entrapment by trees, logs, rocks or equipment; drowning; limited visibility; variable, severe or rapidly changing weather with little or no warning including storms, high winds and lightning; dangerous and unpredictable water conditions, including waves, currents, rapids, white water and waterfalls; impact or collision with rocks, trees, logs, deadfall, or other participants or other equipment; hypothermia; hyperthermia; frostbite; loss of balance or control and falls, particularly on steep, slippery or difficult terrain; difficulty or inability to control one's speed and direction; errors of judgment; lack of preparation; inadequate, inappropriate, improperly prepared or adjusted equipment; equipment failure, malfunction or loss; loss or damage to personal property; failure to act safely or within one's ability or within a designated area; impact or collision with vehicles, other persons or objects; encounters with domestic or wild animals; animal bites; becoming lost, going off route or becoming separated from one's party; my own actions or those of others; remote locations with unreliable or dangerous driving conditions; and travel over poor roads.

Communication in the terrain where Adventure Activities occur is difficult, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available or available.

I am aware that participation in Adventure 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 ADVENTURE ACTIVITIES. 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.

I am aware that VanOutdoors Society does not carry any accidental death, dismemberment, life, disability or medical expense on my behalf, and it is my own responsibility to obtain such additional insurance coverage, if needed, for my participation in Adventure Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT Initial_____

In consideration of the RELEASEES agreeing to my participation in Adventure Activities, and permitting me use of equipment and vehicles, and for other good and valuable consideration, 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 Adventure 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 ADVENTURE 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 Adventure 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, if I am executing this Release as the parent/guardian on behalf the said infant participant of the Adventure Activities).
- 4. Should I require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Adventure 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 Adventure 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 no qualified medical professional has advised me to **not** participate in Outdoor Activities.
9. This Release 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.
10. This Release Agreement 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.
11. Any litigation involving the parties to this Release 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 Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Adventure Activities, other than what is set forth in this Release Agreement.

PHOTO/VIDEO RELEASE – I understand that during Adventure Activities I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for personal, 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 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