

**Central Okanagan Naturalists' Club**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**  
**(FOR THOSE 19 YEARS OF AGE AND OLDER)**

**By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.**

- 1) This is a binding legal agreement. As a Participant in the programs, activities, and events of the Central Okanagan Naturalists' Club and BC Nature (Federation of BC Naturalists), the undersigned acknowledges and agrees to the following terms:

**Disclaimer**

- 2) The Central Okanagan Naturalists' Club and BC Nature and their respective directors, officers, committee members, members, employees, volunteers, participants, agents, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income, or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

**Description of Risks**

- 3) I am participating voluntarily in these activities, events, and programs of the Organization at the BC Nature FGM September 20 to 22, 2018. In consideration of my participation in the programs, activities, and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers, and hazards associated with or related to any such programs, activities, and events of the Organization. The risks, dangers, and hazards include, but are not limited to, injuries from:
- a) Field trips, outings, and nature walks;
  - b) Bird counts and watching;
  - c) Road clean up and restoration work;
  - d) Animal attacks, including but not limited to, bears and cougars;
  - e) Bites from insects, including ticks;
  - f) Extreme weather conditions which may result in heatstroke, sunstroke, hypothermia, frostbite, or lightning strikes;
  - g) Inhalation of viruses or infections including Hantavirus Pulmonary Syndrome;
  - h) Executing strenuous and demanding physical techniques including climbing and hiking;
  - i) Vigorous physical exertion;
  - j) Falling to the ground due to uneven, slippery, steep, rocky, or irregular terrain or surfaces;
  - k) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - l) Spinal cord injuries which may render me permanently paralyzed; and
  - m) Travel to and from activities, events, and programs including all-terrain vehicles (ATVs).
- 4) Furthermore, I am aware:
- a) That injuries sustained can be severe;
  - b) That I may experience anxiety while challenging myself during the activities, events, and programs;
  - c) That my risk of injury is reduced if I follow all rules established for participation; and
  - d) That my risk of injury increases as I become fatigued.

**Release of Liability**

- 5) In consideration of the Organization allowing me to participate, I agree:
- a) To the best of my knowledge, I do not have any medical condition, including heart problems, which would make it unwise for me to participate in activities;
  - b) To assume all risks arising out of, associated with or related to my participation;
  - c) To waive any and all claims that I may have now or in the future against the Organization;
  - d) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense, and related loss, including loss of income, resulting from my participation in such activities, events, and programs; and
  - e) To forever release the Organization from any and all liability for any and all claims, demands, actions, and costs that might arise out of my participation in the activities, events, and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions, or costs may have been caused by the negligence or breach of any duty of care of the Organization.

**Acknowledgement**

- 6) I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators, and representatives.

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date