

# BCWF Vancouver Island Region One LIABILITY AND MEDIA WAIVER

**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 OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE  
RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
Address	Street		
	City	Prov.	Postal Code

Between the **British Columbia Wildlife Federation (BCWF) Vancouver Island Region One Association** and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of whom are hereinafter referred to as the "Releasees").

and

\_\_\_\_\_ (name of participant), the participant's parents and/or legal guardians, and the participants successors and assigns (all of whom are hereinafter referred to as the "Releasers").

**BCWF Vancouver Island Region One Association Camp. To be referred to as "Program(s)"**

**DEFINITION**

In this Release Agreement, the term "**Program(s)**" shall include all activities, events, or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to "**Program(s)**"; "**Program(s)**" rental, orientational and instructional courses, seminars and sessions, travel, transport, and accommodation; and other such activities, events, and services in any way connected with or related to "**Program(s)**".

**PROTECTIVE EQUIPMENT**

I have been advised to wear all protective equipment that is required by the rules and regulations of the governing bodies of any and all sports I will be participating in.

**ASSUMPTION OF RISK**

I am aware that "**Program(s)**" involves many risks, dangers, and hazards. The risks, dangers, and hazards, include but are not limited to: mechanical failure of equipment; variation or changes in playing surface including rocks, gravel; changing weather conditions; exposure to temperature extremes or inclement weather; exposure to bodies of water including lakes, rivers; travel or transport to and from the sites used for "**Program(s)**"; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears, and cougars; collision with pedestrians, motor vehicles, cyclists, and other campers; failing to play safely or within the limitations of one's own abilities, negligence of other participants; loss of balance; variation, steepness or hazards in terrain; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF "**Program(s)**".

**I AM AWARE OF THE RISK, DANGERS, AND HAZARDS ASSOCIATED WITH "Program(s)" AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

Participant Initials: \_\_\_\_\_

# BCWF Vancouver Island Region One

## LIABILITY AND MEDIA WAIVER

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of RELEASEES agreeing to my participation in "Program(s)" and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby 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 "Program(s)", DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF PARTICIPATING IN "Program(s)" REFERED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in "Program(s)";
3. This Release Agreement shall be effective and binding upon myself, my parents/guardians, heirs, next of kin, executors, administrators, assigns and representatives;
4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the "Program(s)" takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the "Program(s)" takes place and shall be within the exclusive jurisdiction of the Courts of that province.

### PERMISSION TO UTILIZE PHOTOS AND TESTIMONIALS

I hereby authorize the Releasees to photograph and/or otherwise record images and/or sounds of or including the child while he or she participates in the "Program(s)" and to freely publish and otherwise make use of as they wish, without compensation to the Child or anyone else, all such photographic images and other recordings of the Child for purposes of documenting and promoting the BC Wildlife Federation.

Parent/Guardian Initial

Examples include: use in program brochures, on photo displays, and through social media such as web posting and video.

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 "Program(s)" or with respect to the nature or activities of the camp; other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**THIS INCLUDES GIVING UP THE RIGHT TO SUE THE BC WILDLIFE FEDERATION AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SPONSORS, SUCCESSORS, ASSIGNS, REPRESENTATIVES, AND ASSOCIATES IN CONNECTION TO MY PARTICIPATION IN THE CAMP.**

**I HEREBY RELEASE AND INDEMNIFY THE BC WILDLIFE FEDERATION FOR ANY AND ALL LIABILITY, LOSSES, INJURIES, DAMAGES AND EXPENSES OF ANY KIND IN CONNECTION TO MY PARTICIPATION IN THE CAMP.**

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of participant (print name clearly)

# BCWF Vancouver Island Region One

## LIABILITY AND MEDIA WAIVER

FOR PARTICIPANTS **UNDER THE AGE OF 19**, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW

It is a condition to the Child's participation in the "Program(s)" that you, the undersigned Parent/Guardian of the Child, must carefully read and understand this document and sign it to acknowledge that you have read and understand it and that you understand that the Child's participation in the activity will expose the Child to risks of harm and that you accept full responsibility for exposing the Child to such risks.

### PARENT/GUARDIAN RESPONSIBILITY FOR CHILD

I, the undersigned Parent/Guardian of the Child, understand and accept that, in respect of the Child's participation in the "Program(s)", it is my responsibility (1) to ensure that I consider and understand the risks, dangers, hazards and consequences of injury inherent in the "Program(s)", (2) to ensure that the child is appropriately covered by medical insurance for any harm occurring in the "Program(s)", and (3) to provide emergency medical information regarding the Child as required.

### AWARE OF RISKS

I AM AWARE OF AND NOW FREELY ACCEPT AND ASSUME RESPONSIBILITY FOR ALL RISKS TO THE CHILD IN CONNECTION WITH HIS OR HER PARTICIPATION IN THE "Program(s)", INCLUDING AS FOLLOWS

1. The Child's participation in the "Program(s)", regardless of if the Child possesses behavioural characteristics, physical health, and abilities appropriate for the "Program(s)"
2. The nature of the "Program(s)" is such that the Releasees cannot identify all risks associated with the "Program(s)" and cannot guarantee the Releasees will not make errors therein or that other children participating in the activities will not cause injuries therein.

### PICK-UP PERMISSION

I understand that it is my responsibility to pick-up or to make suitable arrangements for the pick-up of the Child, immediately on completion of "Program(s)" ~~each day~~, and to communicate clearly and effectively to the "Releasees", prior to commencement of "Program(s)", any special instructions regarding the pick-up of the Child on completion of the "Program(s)".

Parent/Guardian Initial

This is to certify that I, \_\_\_\_\_ (please print name) as parent/guardian with legal responsibility for this participant, do consent and agree to the release, as provided above, of all the Releasees, and, for myself, the participant, my heirs, next of kin, executors, administrators, and representatives release and agree to fully indemnify the Releasees from any and all liabilities PERTAINING TO THE MINOR CHILD'S PARTICIPATION in "Program(s)", even if arising from the negligence of the Releasees. Before I signed this Release Agreement, I read it. I state that I understand it. I am aware that by signing this Release Agreement, I am waiving certain rights against the Releasees. Or, if I die, I am waiving certain legal rights which my legal representative may have against the Releasees and which the Participant may have against the Releasees. In the event of my death or the death of the Participant, by signing this Agreement, I am waiving all legal rights which the Legal Representatives of the participant may have against the Releasees.

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of parent/guardian (print name clearly)