



# WAIVER OF ALL CLAIMS, RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS

**WARNING: BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.**

In return for Wildsight (as defined below) giving me and/or the minor of whom I am the parent or guardian (the "Minor") the opportunity to participate in this program (the "Program"), I agree to the following:

Wildsight means the regional society Wildsight, its six branches (Creston Valley, Golden, Elk Valley, Kimberley/Cranbrook, Invermere and Revelstoke), and their officers, directors, members, employees, contractors, agents, and any person acting on their behalf.

**Assumption of Risks:** I am aware of, and have explained to the Minor, if applicable and I acknowledge that we are aware of the risks inherent in the Program activities, which may include (but are not limited to):

- **TERRAIN** – There is the possibility of slips, trips and falls from uneven Terrain; obstacles and hazards may include (but are not limited to) steep slopes, undercut or eroded riverbanks, fallen trees, creeks, rocks and depressions.
- **WEATHER** – Weather conditions may be extreme and can change rapidly without warning.
- **ANIMALS** – There is the possibility of an encounter with domestic and wild animals.
- **COMMUNICABLE DISEASES** – There is the possibility of contracting a communicable disease.
- **ROAD TRAVEL** – When road travel is part of the program, there is a possibility of a vehicle accident or incident. Further, when travel on secondary roads is part of the program, there are possibilities of slope failures and washouts resulting in access or egress issues, encountering industrial vehicles, and travelling on steep and narrow sections of road.
- **WILDERNESS TRAVEL** – When wilderness travel is part of the program, communication in the field may be unreliable and in the event of an accident, rescue and medical treatment may not be readily available.
- **WATER ACTIVITIES** – When water activities are part of the program there is a possibility of a water vessel accident or incident. Further risks may include, but are not limited to, slips, trips and falls when in proximity to water or entering or exiting a water vessel, exposure to cold water, submersion underwater and drowning, and variations in water conditions or encountering obstacles like trees in the waterway which could result in the overturning or upsetting of a water vessel.

Knowing the risks, dangers, and hazards described above, and in consideration being of me or the Minor being given the opportunity to participate in the Program, I freely accept and fully assume for myself and anyone claiming on my behalf, all the risks, dangers, hazards of the Program, and the possibility of personal injury (including mental distress or trauma), death, property damage or other loss. I willingly accept these risks and agree to the terms of this Release, even if Wildsight is found to be negligent or in breach of a duty of care or any other obligation to me in their conduct of the Program. I understand that Wildsight is not responsible for any personal injury (including mental distress or trauma), death, property damage or other loss that I, the Minor or anyone claiming on our behalf may sustain which are in any way related to the Program.

**Release:** I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue Wildsight for any personal injury (including mental distress or trauma), death, property damage or other loss that I may sustain during or as a result of the Program due to any cause whatsoever on the part of Wildsight or others, including: negligence, breach of a duty of care, breach of contract, and mistakes or errors in judgment of any kind.

**Indemnification:** If I am signing this Release as the parent/guardian of the Minor, I agree to indemnify and hold harmless Wildsight from and against all costs, claims and liabilities of any nature and kind whatsoever arising from the participation of such Minor in any Program. I (for myself and anyone acting on my behalf) hold harmless and indemnify Wildsight from: any and all liability for any personal injury (including mental distress or trauma), death, property damage or other loss sustained by me or any third party resulting from my participation in the Program; and any and

all claims, demands, actions and costs which might arise out of my participating in the Program and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence, breach of contract, breach of duty or mistake of Wildsight.

**Responsibility:** I confirm that neither I nor the Minor has any physical or health condition that could interfere with our participation in the Program. I further acknowledge and agree that I am to supply myself and the Minor with such footwear, outerwear, nourishment, water, medications, medical and such other supplies as I may deem fit, taking into account varying weather conditions and terrain that may be encountered on such an activity.

**General:** I acknowledge that I have read the above agreement, and I understand, appreciate and accept the risks associated with the Program and consent to the Minor's participation in the Program and all related activities.

In signing this Release I am not relying on any oral, written or visual statements of any kind, including promotional statement made by Wildsight in its website or brochures to induce me to participate in the Program. I confirm that I am of the full age of nineteen years, that I have had sufficient time to read and understand what I am agreeing to in this Release before signing it and that it will be binding upon anyone claiming on my behalf, including my heirs, next of kin, executors, administrators and successors. I understand that by signing this Release I am giving up substantial rights, including the right to sue. I agree that this Release and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia, Canada. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada and agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein.

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## CONSENT FOR PHOTOGRAPHS, VIDEO AND AUDIO RECORDINGS

You or the Minor is participating in a program offered or co-sponsored by Wildsight (the "Program"). During the Program, photographs will be taken and possibly audio and video recordings will be made (all of which are referred to in this Consent Form as the "Images"). Images may contain you or the Minor's recognizable image, so the purpose of this form is to notify you of this possibility and seek your permission to use any Images of you or the Minor in publications or promotional material produced by Wildsight, in distributions to media (including the internet), in displays produced by Wildsight and during Wildsight events and activities. Images may also appear in videos or advertisements produced by Wildsight.

Please note: You or the Minor will be able to fully participate in the Program should you prefer to withhold your consent to use Images as described.

**Consent:** I understand that Images of me or the Minor may be taken or recorded during the Program. I understand that the Images may be circulated widely if published on Wildsight's website or other related websites, and that the Images will be available to the public both inside and outside Canada.

I consent to Wildsight or its authorized representatives taking or recording Images of me or the Minor for all the purposes stated above. I consent to Wildsight using, reproducing, publishing, broadcasting or displaying images containing my or the Minor's image and voice for all the purposes stated above.

<b>Program name and date</b>			
<b>Participant name</b>			
<b>Signature of Participant</b>			
<b>Signature of Parent/Guardian, if participant is not 19 years of age</b>			
<b>Photo consent (check)</b>		<b>Date</b>	