Cariboo Heights Forest Preservation Society
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR THOSE 19 YEARS OF AGE AND OLDER)

WARNING!
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 Cariboo Heights Forest Preservation Society and the Federation of BC Naturalists, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The Cariboo Heights Forest Preservation Society and the Federation of BC Naturalists 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. 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 cleanup and restoration work;
   d) Animal attacks, including but not limited to, bears, cougars and dogs;
   e) Bites from insects, including ticks with possibility of leading to Lyme Disease;
   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) Grass, turf and other surfaces including bacterial infections and rashes;
   k) Falling to the ground due to uneven, slippery, steep, rocky or irregular terrain or surfaces;
   l) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
   m) Spinal cord injuries which may render me permanently paralyzed; and
   n) Travel to and from activities, events and programs.

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.

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Name of Participant (Please Print) Signature of Participant Date