

OUTDOOR EXPERIENCE PROGRAMS – FOR ADULTS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (referred to as the "Release Agreement")

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

INITIAL

This Release Agreement must be fully completed and signed before participants are allowed to enter land or premises owned or operated by Cumberland Lake Wilderness Society

Participant Last Name: _____ First Name: _____

Address: _____

Telephone: _____ Date of Birth: _____

To: Cumberland Lake Wilderness Society, and to its officers, directors, shareholders, employees, representatives, independent contractors, volunteers, agents, insurers, and assigns (the "Releasees")

DEFINITION: In this Release Agreement the term "Activities" includes all activities, programs, events, and services that are provided, arranged, organized, conducted, sponsored, or authorized by any of the Releasees, and includes, without limitation, any and all: use of the Cumberland Lake Park Campground located at 1100 Comox Lake Road, Cumberland BC, V0R 1S0; use of Comox Lake; backpacking; camping; hiking; running; jumping; climbing; fire building; shelter building, trail building, clearing and maintenance; swimming; kayaking; canoeing; stand up paddle boarding; orientation; instructional and skills development programs; training; transportation or travel to and from locations used for the Activities and all other such activities, programs, events, and services, that are in any way connected with or related to any of the foregoing.

1. **ASSUMPTION OF RISKS:** I acknowledge that my participation in the Activities involves certain inherent risks, dangers, and hazards, which can result in personal injury including death, property damage, and other loss. Risks, dangers, and hazards may include but are not limited to:
- a) slipping and falling;
 - b) overturning a kayak, canoe, stand up paddle board, or other water craft;
 - c) exposure to very cold water;
 - d) variation in the water conditions, surfaces and currents, including high waves, and river currents;
 - e) changing and inclement weather conditions including storms, high wind and lightning;
 - f) equipment failure, the use of inadequate or inappropriate equipment, and the use of improperly prepared or adjusted equipment;
 - g) steep slopes in their natural state that may contain obstacles and hazards, and terrain that may not have been traveled on or climbed before and is not regularly patrolled or inspected;
 - h) variation in terrain including holes, depressions, loose gravel, rocks, mud, roots, deadfall, rocks, or other natural or man-made objects on or adjacent to the trails;
 - i) exposure to fire;
 - j) encounters with wild and domestic animals;
 - k) becoming lost or separated from the Releasees or other participants;
 - l) failing to act safely, or within one's own ability, or to stay within designated areas;
 - m) failing to read and comply with signage, or with any of the Releasees' instructions;
 - n) the proximity of medical care which may or may not be readily available;
 - o) theft, vandalism, and loss of personal property;
 - p) negligence of participants, instructors, and bystanders; and
 - q) **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF ENGAGING IN THE ACTIVITIES.**

I ACKNOWLEDGE AND AGREE THAT THE ABOVE LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS, DANGERS, AND HAZARDS

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ASSOCIATED WITH THE ACTIVITIES. I HAVE INFORMED MYSELF TO MY OWN SATISFACTION OF THE NATURE OF THOSE
 INHERENT RISKS, DANGERS, AND HAZARDS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND
INITIAL HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR OTHER LOSS RESULTING THEREFROM.

2. **WAIVER AND RELEASE:** I AGREE, TO THE GREATEST EXTENT PERMITTED BY LAW, 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 OR MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY OF THE RELEASEES' ALLEGED OR ACTUAL:

a) NEGLIGENCE, INCLUDING FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES;

b) BREACH OF ANY CONTRACT OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND/OR

c) BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE BRITISH
INITIAL COLUMBIA OCCUPIERS LIABILITY ACT.

3. **INDEMNITY:** I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FOR ALL LIABILITY AND CLAIMS, INCLUDING ALL JUDGMENTS, DEMANDS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING LAWYERS' FEES AND DISBURSEMENTS), WHETHER ARISING IN WHOLE OR IN PART FROM MY PARTICIPATION IN THE ACTIVITIES, OR FROM ANY MISREPRESENTATION OR FRAUDULENT EXECUTION OF THIS RELEASE AGREEMENT ON MY PART.

4. **MY REPRESENTATIONS:** I represent that I have the experience required to participate safely in the Activities and that I have no known physical or mental condition which would impair my capability for full participation in the Activities.

5. **PROMISE TO OBEY RULES:** I confirm that I will obey any and all guidelines, rules, and regulations which govern my participation in the Activities, as established by the Releasees from time to time.

6. **NO ALCOHOL, CANNABIS, OR OTHER DRUGS:** I acknowledge that alcohol, cannabis, and other drugs, both prescribed and non-prescribed, have the capacity to impair judgment and reduce my ability to effectively manage risks. Consuming alcohol, cannabis, or other drugs prior to or while participating in the Activities is strictly prohibited.

7. **AMENDMENTS:** I agree that this Release Agreement may only be amended by a duly executed written agreement between myself and the Releasees, and this Release Agreement shall not be affected or altered by any prior or subsequent oral or written representation made by the Releasees or anyone acting on their behalf, and that in giving this Release Agreement I am not relying on any oral or written representation or statement made by anyone, including the Releasees or anyone acting on their behalf.

I CONFIRM THAT I AM AT LEAST THE FULL AGE OF 19 YEARS. I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant Signature

WITNESS SIGNATURE AND CONTACT INFORMATION:

Declared before me at _____, BC this _____
day _____ of 20____

Witness Name: _____

Witness Address: _____

Witness Signature

Witness Phone: _____