Release of Liability, Waiver of Claims and Indemnity Agreement - Malaspina Naturalists

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

This is a binding legal agreement.

DISCLAIMER

As a Participant in the programs, activities and events of Malaspina Naturalists and the Federation of British Columbia Naturalists (BC Nature), the undersigned acknowledges and agrees to the following terms for the duration of their membership.

Malaspina Naturalists 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 of the Organization, caused by any risks, dangers and hazards associated with the programs, activities and events of the organization.

Initial to note that you have read and understood

DESCRIPTION OF RISKS

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 and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

a) Field trips and outings; Nature Walks
b) Bird counts and watching; Bat counts and watching
c) Monitoring of amphibians and garter snakes at all life stages; Collection of invertebrate samples;
d) Road and shoreline cleanup;
e) Animal attacks, including but not limited to, bears, cougars and snakes;
f) Bites from insects, including ticks with the possibility of Lyme Disease.
g) Extreme weather conditions which may result in heatstroke, sunstroke, hypothermia, frostbite or lightning strikes;
h) Inhalation of viruses or infections including, but not limited to, Hantavirus Pulmonary Syndrome;
i) Executing strenuous and demanding physical techniques including climbing and hiking; Vigorous physical exertion;
j) Reactions to agents on grass or other surfaces that may produce allergies or infections;
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.

Initial to note that you have read and understood the risks

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

In consideration of the Organization allowing me to participate, I agree:

a) That I am responsible for determining my own medical fitness to participate. To the best of my knowledge, I do not have any medical condition that would make my participation unsafe or inadvisable, including heart-related conditions, or, if I have had such a condition in the past, I have been medically cleared by a qualified health professional to participate in activities of this nature.
b) To freely accept and fully assume all such risks, dangers and hazards 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.
c) 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 programs, activities and events of the Organization.

Initial to note that you have read and understood the release of liability

ACKNOWLEDGEMENT

I have read this agreement and agree to its terms and conditions, that I have executed this agreement voluntarily and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

_____ ☐ I agree to the terms and conditions set out in this waiver _____

Printed Name of Participant Date

_____

Signature of Participant

_____ _____ _____

Printed Name of Parent or Guardian Signature of Parent or Guardian Date