

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

(hereinafter referred to as the "Release of Liability")

**Prior to participating in ANY ACTIVITY all persons are required to sign this Release of Liability. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

**PLEASE READ CAREFULLY!**

**TO: WBT WILD BIRD TRUST OF BC** and their employees, directors, officers, volunteers, interpreters, guides, program coordinators and assigns (hereinafter collectively referred to as the "**Organizers**").

**Note:** In this Release of Liability, the term "**ANY ACTIVITY**" shall refer to all activities, events or services provided or organized by the Organizers including, but not limited to: nature walks; guided tours; birding; interpretive programs and all other related activities.

**ASSUMPTION OF RISKS**

**I AM AWARE THAT ANY ACTIVITY INVOLVE MANY RISKS, DANGERS AND HAZARDS.** These include but are not limited to: travel in areas where fallen timber, branches, rocks, roots or other obstacles or hazards, may cause slips, trips and falls; travel on trails, through or beside creeks, rivers; encounters with wildlife including bears and cougars; interaction with vehicle traffic; health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT IN CONSIDERATION OF THE ORGANIZERS ALLOWING ME TO PARTICIPATE IN ANY ACTIVITY AT OR NEAR THE MAPLEWOOD FLATS ON \_\_\_\_\_, 2019, I HEREBY AGREE AS FOLLOWS:**

1. **TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE ORGANIZERS**, and to release the organizers from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my heirs, executors, administrators, personal representatives, successors or assigns may suffer as a result of my participation in an activity 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, R.S.B.C 1996, c. 337, on the part of the organizers. I understand that negligence includes failure on the part of the organizers to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in Field Trips;
2. **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZERS** from any and all liability for any property damage or personal injury to any third party resulting from my participation in any activity;
3. This Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity; and
4. Any rights, duties and obligations as between the parties to this Release of Liability shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

In agreeing to this Release of Liability I am not relying on any oral or written representations or statements made by the Organizers with respect to the safety of any activity, other than what is set forth in this document.

Date: \_\_\_\_\_

Signature of Participant or Guardian: \_\_\_\_\_

Print Name of Participant or Guardian: \_\_\_\_\_

Print Name of Minor Child, if applicable: \_\_\_\_\_

Emergency Contact Name and Phone #: \_\_\_\_\_

Please contact me regarding future WBT news and events.

Initial: \_\_\_\_\_