

## HOPE MOUNTAIN CENTRE FOR OUTDOOR LEARNING SOCIETY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. *PLEASE READ THIS CAREFULLY!!*

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

Participant's First Name:		Last Name:	
Address:		City:	Prov.:
Postal Code:	Phone #	Date of Birth:	

### A. ASSUMPTION OF RISKS

I am aware that participating in the activities offered by or associated with *Hope Mountain Centre for Outdoor Learning Society* exposes me to many inherent risks, dangers and hazards. By engaging in any activities offered by or associated with *Hope Mountain Centre for Outdoor Learning Society*, I freely accept and fully assume all inherent risks, dangers, and hazards and the possibility of personal injury, property damage or loss resulting therefrom.

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

### B. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of *Hope Mountain Centre for Outdoor Learning Society* permitting me to participate in its activities, permitting me the use of its equipment and permitting me the use of its facilities, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may have against *Hope Mountain Centre for Outdoor Learning Society* and its directors, officers, employees, agents and representatives;
- TO RELEASE *Hope Mountain Centre for Outdoor Learning Society*** and its directors, officers, employees, agents and representatives from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer, as a result of my participation in activities offered by or associated with *Hope Mountain Centre for Outdoor Learning Society*, due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE, AND/OR BREACH OF THE OCCUPIER'S LIABILITY ACT, ON THE PART OF *Hope Mountain Centre for Outdoor Learning Society*** and its directors, officers, employees, agents and representatives.

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

- TO HOLD HARMLESS AND INDEMNIFY *Hope Mountain Centre for Outdoor Learning Society*** and its directors, officers, employees, agents and representatives from any and all liability for any property damage or personal injury to any third party, resulting from my activities and my participation in the activities offered by or associated with *Hope Mountain Centre for Outdoor Learning Society*.
- That this agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
- I have read and understood this agreement prior to signing it. I am aware that by signing this agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against *Hope Mountain Centre for Outdoor Learning Society* and its directors, officers, agents & representatives.**
- Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
- This signature also indicates my permission to use any photographs containing my image taken during this program on Hope Mountain Centre's website, publications and for other non-commercial purposes.

Signed this day of:

\_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

Signature of Witness

Signature of Participant

Printed Name of Witness

Signature of Parent or Guardian if participant is under 18 years