

## COMOX VALLEY NATURE INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

### **WARNING!**

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

### **DISCLAIMER**

This is a binding legal agreement. As a Participant in the programs, activities and events of the Comox Valley Naturalists Society and the Federation of BC Naturalists, the undersigned acknowledges and agrees to the following terms:

The Comox Valley Naturalists Society (CVN) and the Federation of BC Naturalists (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 the risks, dangers and hazards associated with the programs, activities and events of the Organization.

### **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:

- Field trips, outings and nature walks;
- Bird counts and watching;
- Road cleanup and restoration work;
- Animal attacks, including but not limited to, bears, cougars and snakes;
- Bites from insects, including ticks with possibility of leading to Lyme Disease;
- Extreme weather conditions which may result in heatstroke, sunstroke, hypothermia, frostbite, or lightning strikes;
- Inhalation of viruses or infections including but not limited to, Hantavirus Pulmonary Syndrome;
- Executing strenuous and demanding physical techniques including climbing and hiking;
- Vigorous physical exertion;
- Grass, turf and other surfaces including bacterial infections and rashes;
- Falling to the ground due to uneven, slippery, steep, rocky or irregular terrain or surfaces;
- Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Spinal cord injuries which may render me permanently paralyzed; and
- Travel to and from activities, events and programs.
- Furthermore, I am aware:
  - That injuries sustained can be severe;
  - That I may experience anxiety while challenging myself during the activities, events and programs;
  - That my risk of injury is reduced if I follow all rules established for participation; and
  - That my risk of injury increases as I become fatigued

### **RELEASE OF LIABILITY**

- In consideration of the Organization allowing me to participate, I agree:
  - That I do not know of any medical condition I might have that could possibly make it unwise from me to participate in the club's activities, events or programs, including but not limited to heart conditions;
  - 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;
  - 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.

### **ACKNOWLEDGMENT**

- 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.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant (19 years and older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant (19 years and older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(OR) Printed Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date