

**WINGS OVER THE ROCKIES NATURE FESTIVAL 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.**

READ CAREFULLY!!

Initial here to indicate you understand this statement

TO: Wings Over the Rockies Nature Festival Society, meaning the society and charity having that name, and its directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees")

Name:	Last	First	Middle	Date of Birth(mm/dd/yyyy):
Address:	Street			
City	Province/State	Postal Code	Country	email:
Emergency contact:	Phone number:			

In this agreement, the term "**Festival**" means the festival organized by Wings Over the Rockies Nature Festival Society and having the same name, and "**Festival Activities**" means all activities promoted or otherwise taking place at the Festival, which may include but not be limited to: hiking, touring, walking, expeditions, trekking, including at or around lakes, ponds, creeks, rivers and other water sources ("water sources"); workshops; crafts including carvings; paddling on water sources; being on or near water sources; and all activities, services and use of facilities provided by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, and water supply, and all travel by or movement around vehicles and camping or overnight stays in the outdoors. In this agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful guide/instructor would use under similar circumstances, or breach of any other duty of care imposed by law.

Understanding and Acknowledgment of Risks: I understand and acknowledge that Festival Activities involve risks, dangers, and hazards **AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.** The risks, hazards and danger may include but are not limited to risks of slipping and/or falling; drowning (including during paddling trips or when walking or hiking near water sources); lightning; cliffs; trees, tree wells; tree stumps; forest dead fall; creeks; rocks; rockfall; boulders; holes and depressions on or below the snow surface; equipment failure; encounters with dangerous or poisonous flora and fauna; encounters with wildlife or domestic animals; impact or collision with other persons; becoming lost or separated from one's party or guide; fire; smoke; extreme weather conditions (weather conditions can be extreme and change without warning); delayed evacuation; exposure to COVID-19 and other viruses, infections and other contagions; negligence of other persons whether or not participants of the Festival Activities and including motor vehicle accidents; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF FESTIVAL ACTIVITIES AND INCLUDING FAILURE OR DELAY TO EVACUATE.** I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE: I am 19 years of age or older, my level of physical and mental fitness is appropriate for the Festival Activities, am able to take part in the Festival Activities, and can make informed, objective decisions. I declare myself to have sufficient physical fitness for the Festival Activities and am suffering from no condition, impairment, disease, or other illness that would prevent or impair my participation in the Festival Activities. I acknowledge that I have been advised to seek my physician's approval before participating in the Festival activities.

AGREEMENT TO CARE FOR MINORS: I agree that I am solely responsible for the care and supervision of the minor child _____ (the "Minor") whose date of birth is _____, and that I will indemnify and hold harmless the Releasees from any liability for harm suffered by the Minor while engaging in Festival Activities.

INITIAL or N/A

ACCEPTANCE AND ASSUMPTION OF RISK: I am aware of the risks, dangers and hazards of Festival Activities and totally accept all risks and responsibility for damages which I incur, including those listed above as well as those associated with the activities set out above but not foreseeable which may result in damages to myself, my property, or others or their property, including injury and death.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the services provided to me by the Releasees and/or the use of the facilities of the Releasees and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, **I acknowledge and agree that the Releasees are relying upon all of the statements I have made above, and I further agree as follows:**

1. I WAIVE ANY AND ALL CLAIMS that I have or in the future may have against the Releasees **AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities of the Releasees, (ii) my use of any equipment provided by the Releasees, (iii) participation in the Festival Activities or other activities arranged in whole or in part by the Releasees, **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 OCCUPIER'S LIABILITY ACT (British Columbia) INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF FESTIVAL ACTIVITIES.**

2. I hold harmless and indemnify the Releasees from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which I may cause to any individual or party in the course of my participation in any activity, for any reason.
3. I agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to myself and my property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me by others.
4. This agreement shall be effective and binding upon me, my estate, my legal representatives, and my next of kin as the case may be, for any and all injury, disease, illness, death, and damage.
5. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the law of British Columbia and no other jurisdiction.
6. Any litigation involving parties to this agreement shall be brought solely within British Columbia and shall be in the exclusive jurisdiction of the courts of British Columbia.

Acknowledgment and Acceptance of the Effect of this Agreement: I have read and understand this agreement and accept that by signing this document I have given up certain legal rights which I or my heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than those set forth in writing in this Agreement.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT.
SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 20____.**

SIGNATURE	WITNESS SIGNATURE
PRINT NAME CLEARLY	WITNESS NAME

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED, AND WITNESSED PRIOR TO ENGAGING IN ANY ACTIVITIES.