



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING  
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

Initial \_\_\_\_\_

I, \_\_\_\_\_ (the "**Participant**") sign on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ this RELEASE AND WAIVER OF LIABILITY (the "**Release**") in favour of  
the Environmental Youth Alliance Society and its partners ("**EYA**") and their respective  
directors, officers, employees, agents, representatives, volunteers, contractors,  
subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as  
the "**Releasees**")

In this Release, the term "**EYA Activities**" shall include, but is not limited to: gardening,  
restoration and other related landscaping or nature activities in parks, wildlife habitat, at  
garden sites and in other green spaces in the Lower Mainland where EYA programs are held  
(e.g. Strathcona and Cottonwood Community Gardens, Copley Community Orchard, and the  
UBC Farm) and all related activities, services, and use of facilities, and/or equipment, either  
provided by or arranged by the Releasees, including guided and instructional programs.

**ACKNOWLEDGEMENT-SAFETY**

Initial \_\_\_\_\_

**PROPER ATTIRE IS ALWAYS RECOMMENDED**

I acknowledge that I have been advised I must, and I will, wear the appropriate safety or  
protective accessories while participating in EYA Activities, including gloves when working in  
the garden and hats and other appropriate clothing when working in high temperatures. I am  
aware that the physical exertion required by EYA Activities and forces exerted on the body  
can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects.  
I have been advised to seek medical advice if I know or suspect that my physical condition  
may be incompatible with the EYA Activities.

I acknowledge that I will not be under the influence of drugs and/or alcohol while  
participating in EYA Activities.

**DESCRIPTION AND ASSUMPTION OF RISKS**

Initial \_\_\_\_\_

There are many potential **RISKS, DANGERS** and **HAZARDS** associated with EYA Activities  
including the **RISK OF INJURY OR DEATH**.

The locations used for EYA Activities are not controlled by EYA and the Releasees make no  
representations as to whether the locations are safe.

Risks, dangers and hazards associated with Outdoor Activities may include, **but are not limited to:**

Accidents which happen during transportation to and from the locations of EYA Activities; falls, trips and slips; changes in weather, like high heat in the summer months; encounters with domestic or wild animals; animal bites; bug stings and bites including from bees and ticks; allergic reactions to animals, bugs or plants; hidden or exposed objects on the ground or in the soil including used drug paraphernalia, needles and condoms, rocks and roots; cuts or scrapes from thorns, sticks, rocks and other plants; exposure to pathogens, including bacteria, viruses or other microorganisms, that can cause diseases including but not limited to tetanus, coronavirus diseases including COVID-19 and severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and other infectious diseases; injuries from lifting or carrying materials, equipment or tools like plants, wooden boards and soil; inadequate, inappropriate, improperly prepared or adjusted equipment or tools; improper use of tools or equipment; loss or damage to your belongings; failure to act safely or within one's ability; impact or collision with other people or objects; an individual's own actions or those of others; and encounters with drug users and others in the area who may have mental health issues or be violent.

Medical assistance, aside from first aid, may not be immediately available.

I am aware that participation in EYA Activities also **MAY INCLUDE RISKS INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN EYA ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

<b>RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT</b>	<b>Initial</b> <span style="background-color: yellow; border: 1px solid black; padding: 0 20px;"> </span>
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In consideration of the RELEASEES agreeing to my participation in EYA Activities, I do hereby freely, voluntarily, and without duress agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the RELEASEES **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of my participation in EYA Activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN EYA ACTIVITIES INCLUDING THE RISKS REFERRED TO ABOVE.**

2. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all; (a) liability for any property damage or personal injury to any third party resulting from my participation in EYA Activities; (b) expenses incurred by the Releasees, including legal fees and/or

settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself, my heirs, next of kin, executors, administrators, assigns and representatives; and © liability on account of any first aid, treatment or services rendered in connection with my participation in EYA Activities.

3. Should I require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in EYA Activities, I consent to such treatment as deemed necessary by the Releasees.

4. Should I require non-scheduled or emergency first aid or medical treatment as a result of my participation in EYA Activities, I agree that I will bear all costs and expenses associated with such treatment, and that these costs and expenses will not be covered by the Releasees.

5. I understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, included but not limited to medical, health or disability insurance.

6. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

7. Any litigation involving the parties to this Release shall be within the exclusive jurisdiction of the Superior Courts in Vancouver, British Columbia.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Release Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

In entering into this Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in EYA Activities, other than what is set forth in this Release.

**I confirm that I have read and understand this Release Agreement and by signing it voluntarily I am agreeing to abide by these terms. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.**

Participant Printed Legal Name \_\_\_\_\_ Date \_\_\_\_\_

Participant Printed Preferred Name \_\_\_\_\_ Participant Signature \_\_\_\_\_

Witness Printed Name \_\_\_\_\_ Witness Signature \_\_\_\_\_

## Permission to Use Pictures / Video and Testimonials

I am okay with EYA taking pictures and video of me while I participate in the EYA Activities, and EYA may modify and use that material in any way including public promotion of EYA, its programs, and its activities. I give permission for EYA to use that material in social media posts, email newsletters, on the EYA website, in fundraising materials and reports, posters, postcards, program brochures, and in public presentations. If I agree to give a written testimonial or audio / video interview about my experience with EYA, I'm okay with it being used for the same purposes. I don't expect or want anything in return for giving these permissions.

☐

Yes

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No