

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

Name (Legal First/Last & Any Preferred):	Birthdate: YYYY / MM / DD	Contact Info (E-mail/Phone)
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I, _____ (the "Participant") sign on the _____ day of _____, 20____ this
RELEASE AND WAIVER OF LIABILITY (the "Release Agreement"), in favour of the Environmental Youth
Alliance Society, ("EYA"), and all related or associated companies and their respective owners, directors,
officers, employees, volunteers, agents, representatives, instructors, contractors, subcontractors, and their
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, environmental
restoration, landscaping, games, plant medicine processing, nature activities in parks, wildlife habitat,
garden sites, and other green spaces, the use of all related equipment, orientational/instructional courses,
guided tours and excursions, and all related activities, services, and use of facilities, equipment, and/or
terrain either provided by, made available by, recommended by, or arranged by the Releasees.

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, as directed by the Releasees while participating in EYA Activities, including gloves when
gardening and clothing appropriate to the climatic conditions.

I am aware that the physical exertion required by EYA Activities, and the accompanying 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 EYA Activities.

I acknowledge and confirm 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 SEVERE INJURY OR DEATH.

The terrain used for EYA Activities can be uncontrolled, unmarked, in poor condition, and not inspected,
and can involve many risks, dangers and hazards. The Releasees make no representations as to whether
the activity environment is safe.

Risks, dangers and hazards associated with EYA Activities may include, **but are not limited to:**
Accidents which occur during transportation to and from the location of activity; falls, trips, slips, and
loss of balance or control, particularly on slippery or unstable terrain; still and moving water; cold
water immersion; drowning; limited visibility; variable, severe or rapidly changing weather with little or
no warning including storms, high winds, rain, or snow; electrical storms and lightning; heat stroke
and/or heat exhaustion; dehydration; hyperthermia; hypothermia; frostbite; sunburn; fatigue and
overexertion; inadequate, inappropriate, improperly prepared, adjusted, or attached equipment;
equipment failure, malfunction or loss; improper use of tools or equipment; loss or damage to
personal property; piercings, cuts and scrapes from sharp objects including equipment, rocks, sticks,
thorns, and other plant life; fires and burns; encounters with domestic or wild animals; animal bites;
bug stings and bites, including those from bees, wasps, 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; muscle strains and sprains from lifting or carrying materials
or equipment; failure to act safety or within one's ability; becoming lost, going off route or becoming
separated from one's party; impact or collision with other people or objects; an individual's own
actions or those of others; and encounters with others in the area who may be experiencing mental
health challenges, be violent, or are using substances; and infectious and communicable pathogens
and disease, contracted through viruses, bacteria, parasites, and fungi, which may be transmitted
through direct or indirect contact with the environment or the negligence of other persons.

Communication, including cellular reception, in the areas where EYA Activities occur may not be
reliable or available, and it may be difficult or impossible to communicate with the outside from within
such areas, and in the event of an accident, rescue and medical treatment may not be readily
available or 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT Initial _____

In consideration of the RELEASEES agreeing to my participation in EYA Activities and/or use of associated Equipment and Safety Equipment, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), 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 or that my next of kin 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, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, 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 liability for any property damage or personal injury to any third party resulting from my participation in EYA Activities, as well as any loss of or damage to personal property as a consequence of EYA Activities.
3. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all 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 that I (or my next of kin) may bring.
4. 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.
5. Should I require emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
6. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in EYA Activities.
7. 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, disability, or trip cancellation insurance.
8. I certify that no qualified medical professional has advised me to **not** participate in EYA Activities.
9. 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;
10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release 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.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the 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 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’s Signature

Witness’ Signature

Date

Participant’s Printed Name

Witness’ Printed Name

Date