



COMMUNITY RECREATIONAL INITIATIVES SOCIETY

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WAIVER, RELEASE & INDEMNITY

**This agreement affects your legal rights.
Please read it carefully.**

The Community Recreational Initiative Society ("CRIS") hosts recreational outdoor activities. I, the Participant or Volunteer, wish to participate in an activity hosted by CRIS (the "Activity"). I acknowledge that the Activity may be funded or facilitated by persons who are not affiliated with the Community Recreational Initiative Society, including agents, employees, assigns, affiliates, partners and volunteers ("CRIS's Partners").

NAME	
ADDRESS	
TODAY'S DATE	

I am aware that my participation in the Activity involves many inherent risks, dangers and hazards, which may arise at any time during my participation in the Activity, including during travel to or from the Activity. As a condition of participating, I agree as follows:

WAIVER AND THIRD PARTY LIABILITY

1. I agree that my participation in all activities shall be at my own risk, and I unconditionally and voluntarily assume the entire risk of any and all accidents, incidents or injury which I may suffer by participating in any/all Activity or Activities, however caused.
2. I understand and accept that I am legally responsible for all damage to persons and property which may result from or arise in connection with my participation in any/all Activity or Activities.
3. I waive any and all claims that I may have as against CRIS and CRIS's Partners, arising out of my participation in any/all Activity or Activities

UNDERSTOOD BY PARTICIPANT (initial here) _____

RELEASE

4. I unconditionally and irrevocably release and discharge CRIS and CRIS's Partners from any and all actions, claims or demands, which I or my heirs or successors may now or at any time hereafter have against CRIS or any of CRIS's Partners, whether for any loss, damage or injury to me, my person, or any property or otherwise as a consequence of, or arising out of, or in connection with participating in any Activity or Activities, even if the loss, damage or injury may have been contributed to or occasioned by any act or failure to act (including, without limitation, negligence) of CRIS or any of CRIS's Partners. I acknowledge that the negligence contemplated in this Agreement includes a failure by CRIS or CRIS's Partners to take careful measures which are available and understood to be necessary for my safety in the circumstances.
5. This release includes all actions, claims or demands for any medical expenses that I may incur. I further agree that I will assume full financial responsibility for and will indemnify CRIS for any costs incurred by CRIS for my medical care.

UNDERSTOOD BY PARTICIPANT (initial here) _____

INDEMNITY

6. I unconditionally and irrevocably indemnify CRIS and CRIS's Partners from and against any claim, action, demand, loss, cost, damage, expense or liability suffered or incurred as a result of my participation in any Activity or Activities, whether such liability be for damage caused directly or indirectly, consequentially or otherwise, to persons, property or myself. Such indemnity shall include legal costs incurred by CRIS and CRIS's Partners on a special costs basis.

UNDERSTOOD BY PARTICIPANT (initial here) _____

MEDIA RELEASE

7. I hereby authorize CRIS to use images and video of myself for the purposes of CRIS's promotional materials and for publication on its website. I agree that CRIS will not provide further consideration to me for such use of images and video.

UNDERSTOOD BY PARTICIPANT (initial here) _____

PHYSICAL LIMITATIONS

8. To the best of my knowledge, I have informed CRIS of all of my physical limitations, including any known medical conditions that would affect my ability to participate in any Activity or Activities.

PERSONAL INFORMATION

9. I hereby authorize CRIS to release my personal information to qualified professionals involved in delivering the Activity or Activities, to the extent necessary to enable my participation.

MINORS

10. If I have not achieved 19 years of age, my legal guardian (my "Guardian") agrees on my behalf that all terms of this document shall also apply to me. All references to "I", "me", or "Participant" in this Agreement also apply to my Guardian. My Guardian agrees to be bound by the terms of this Agreement, including the waiver, release and indemnity clauses.

GENERAL PROVISIONS

- 11. **Successors and Assigns.** This Agreement shall ensure to the benefit of and be binding upon me, CRIS and our respective heirs, executors, and administrators, successors and permitted assigns.
- 12. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and I irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia with respect to all matters arising out of this Agreement.
- 13. **Severability of Paragraphs.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, such provision shall be severed and all other conditions and provisions of this document shall nevertheless remain in full force and effect.

I confirm that I am today 19 years of age or older. I hereby acknowledge that I have read and understood the terms of this Waiver, Release & Indemnity and that the terms are reasonable.

Participant's Name (Print) Participant's Signature Date Signed

Witness Name (Print) Witness Signature Date Signed

If Participant has not achieved 19 years of age:

I, the legal guardian of the Participant, hereby acknowledge that I have read and understood the terms of this Agreement and that the terms are reasonable. I acknowledge that the Participant has been informed of the risks and voluntarily consents to participate in the Activity or Activities. I bind myself and the Participant in relation to all the matters referred to in this Agreement, and I confirm that the Participant has indicated his or her understanding of its terms.

Guardian's Name (Print) Guardian's Signature Date Signed

Witness Name (Print)

Witness Signature

Date Signed