AGREEMENT CONCERNING RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OR RISK AND INDEMNIFICATION

WARNING: This document will affect your legal rights and liabilities. By signing this document you give up your right to sue and to recover compensation for any injury (to person or property) or death arising out of the activity named in this agreement.

PLEASE READ CAREFULLY

ACTIVITY: _____*Shuswap Trail Building & Maintenance Events*___ _____
(the "Activity")

TO: _____*Shuswap Hut and Trail Alliance Society*_____
(the "Organization")

I am aware that the Activity provided by the Organization involves many inherent risks, dangers, and hazards, including, but not limited to, drowning, soft tissue and fracture injuries, impact with foreign objects, sunburn, heat stroke, other exposure related injuries, wild animals and severe weather conditions. I freely accept and fully assume all such risks, dangers, and hazards, and the possibility of personal injury, death, property damage or loss resulting from such risks, dangers and hazards.

In consideration of the Organization allowing me to utilize and participate in the Activity, I hereby agree as follows:

1. To assume and accept all risks, dangers and hazards involved in participating in the Activity, including but not limited to those items indicated above and participating in the use of equipment owned by the Organization and used before, during and after the Activity.

2. To waive any and all claims that I may have against the Organization.

3. To release the Organization from any and all liability for any loss, damage, injury or expense that I, or my next of kin, may suffer or incur as a result of my participating in the Activity, due to any cause whatsoever, including negligence on the part of the Organization.

4. To hold harmless and indemnify the Organization from any and all liability for property damage, personal injury or death suffered by myself or by a third party as a result of (a) my participating in the Activity and/or (b) my breach of the terms and conditions upon which I am permitted to participate in the Activity.

5. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my injury or death.

6. To obey any guidelines, rules, terms or conditions set by the Organization concerning the Activity.

I acknowledge that I have read and understand this Agreement prior to signing it and agree that by signing this Agreement, I am affecting the legal rights and liabilities of, and making this Agreement binding upon myself, my heirs, successors, executors, administrators and assigns in the event of my death or incapacity in relation to the Organization.

As well, I consent to photographs and video of my image and/or voice being taken and used for purposes of record keeping and promotion without any payment to myself.

I knowingly accept all risks and do hereby agree to all the terms of this Agreement.

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS
HAVE YOU READ IT? _____
HAVE YOU UNDERSTOOD IT? _____
DO YOU HAVE ANY QUESTIONS? _____

Signed this _____ day of _____, 20____.

In the presence of:

_____   _____
Participant's Signature   Witness' Signature

_____   _____
Participant – Print Name   Witness – Print Name

_____   _____
Participant –Print Address   Witness – Print Address

IF THE PARTICIPANT IS UNDER THE FULL AGE OF NINETEEN YEARS:

I confirm that I am the parent or legal guardian of the above applicant (NAME) _____ who is a minor. In consideration of the Organization allowing the above-named minor/applicant to take part in the activity, including use of the Equipment, I, the parent/guardian of the minor/applicant agree to indemnify and hold harmless the Organization, its servants, agents or employees from any claims or demands which may be against it arising out of or in consequence of the attendance or participation of the above-named minor/applicant, including use of the Equipment, and as his/her parent/guardian I sign on his/her behalf below:

Signed this _____ day of _____, 20____.

In the presence of:

_____   _____
Parent/Guardian's Signature   Witness' Signature

_____   _____
Parent/Guardian – Print Name   Witness – Print Name

_____   _____
Parent/Guardian – Print Address   Witness – Print Address