



FISHING FOREVER

LIABILITY AND MEDIA WAIVER



**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 OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF ORGANIZATION
REPRESENTATIVE

Name	Last	First	Middle Initial
Organization			
Address	Street		
	City	Prov.	Postal Code
Contact	Phone	Email	

This is to certify that I, _____ **(please print name)** as the organization representative take legal responsibility for the participants listed below pertaining to their involvement in Fishing Forever. I consent to the release, as provided below, for myself and the listed participants and/or volunteers and agree to fully indemnify the Releasees from all liabilities arising from participation during the event, even if arising from the negligence of the Releasees. Before I signed this Release Agreement, I read it. I state that I understand it. I am aware that by signing this Release Agreement, I am waiving certain rights against the Releasees. Or, if I die, I am waiving certain legal rights which my legal representative may have against the Releasees and which the Participant and/or volunteer may have against the Releasees. In the event of my death or the death of the Participant and/or volunteer, by signing this Agreement, I am waiving all legal rights which the Legal Representatives of the participant and/or volunteer may have against the Releasees.



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Between the **British Columbia Wildlife Federation (BCWF)** and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of whom are hereinafter referred to as the “**Releasees**”).

and

_____ (**name of organization**), its employees, affiliates, and/or residents (hereinafter referred to as the “**Releasers**”).

BCWF FISHING FOREVER. To be referred to as “Program(s)”

DEFINITION

In this Release Agreement, the term “**Program(s)**” shall include all activities, events, or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to “**Program(s)**”; “**Program(s)**” rental, orientational and instructional courses, seminars and sessions, travel, transport, and accommodation; and other such activities, events, and services in any way connected with or related to “**Program(s)**”.

PROTECTIVE EQUIPMENT

The releasers have been advised to wear all protective equipment that is required by the rules and regulations of the governing bodies of any and all sports the releasers will be participating in.

ASSUMPTION OF RISK

The releasers are aware that “**Program(s)**” involves many risks, dangers, and hazards. The risks, dangers, and hazards, include but are not limited to: mechanical failure of equipment; variation or changes in playing surface including rocks, gravel; changing weather conditions; exposure to temperature extremes or inclement weather; exposure to bodies of water including lakes, rivers; travel or transport to and from the sites used for “**Program(s)**”; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears, and cougars; collision with pedestrians, motor vehicles, cyclists, and other campers; failing to play safely or within the limitations of one’s own abilities, negligence of other participants or volunteers; loss of balance; variation, steepness or hazards in terrain; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF “**Program(s)**”.

THE RELEASERS ARE AWARE OF THE RISK, DANGERS, AND HAZARDS ASSOCIATED WITH “Program(s)” AND FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Organization Representative initials:

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of RELEASEES agreeing to my participation in “**Program(s)**” and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the releasers hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that the releasers 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 the releasers may suffer or that their next of kin may suffer, as a result of the releasers participation in “**Program(s)**”, 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF PARTICIPATING IN “**Program(s)**” REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in “**Program(s)**”;



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- 3. This Release Agreement shall be effective and binding upon myself, my parents/guardians, heirs, next of kin, executors, administrators, assigns and representatives;
- 4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the "Program(s)" takes place and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the "Program(s)" takes place and shall be within the exclusive jurisdiction of the Courts of that province.

PERMISSION TO UTILIZE PHOTOS AND TESTIMONIALS

The releasors hereby authorize the **Releasees** to photograph and/or otherwise record images and/or sounds of or including the releasors while they participate in the "Program(s)" and to freely publish and otherwise make use of as they wish, without compensation to the releasors or anyone else, all such photographic images and other recordings of the releasors for purposes of documenting and promoting the BC Wildlife Federation.

Organization Representative initials:

Examples include: use in program brochures, on photo displays, and through social media such as web posting and video.

In entering into this Release Agreement the releasors are not relying on any oral or written representations or statements made by the **Releasees** with respect to the safety of participating in "Program(s)" or with respect to the nature or activities of the camp; other than what is set forth in this Release Agreement.

THE RELEASORS CONFIRM THAT THEY HAVE UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND THE RELEASORS ARE AWARE THAT BY SIGNING THIS RELEASE AGREEMENT THEY ARE WAIVING CERTAIN LEGAL RIGHTS WHICH THE RELEASORS OR THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

THIS INCLUDES GIVING UP THE RIGHT TO SUE THE BC WILDLIFE FEDERATION AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SPONSORS, SUCCESSORS, ASSIGNS, REPRESENTATIVES, AND ASSOCIATES IN CONNECTION TO MY PARTICIPATION IN THE CAMP.

THE RELEASORS HEREBY RELEASE AND INDEMNIFY THE BC WILDLIFE FEDERATION FOR ANY AND ALL LIABILITY, LOSSES, INJURIES, DAMAGES AND EXPENSES OF ANY KIND IN CONNECTION TO THEIR PARTICIPATION IN THE PROGRAM.

Signature of organization representative

Date

Name of organization representative (print name clearly)