

# WAIVER, RELEASE & INDEMNITY (the "Agreement")

**THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY,  
WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**

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

**PLEASE READ CAREFULLY**

SIGNATURE

**TO:** The North Okanagan Tracking Club, its Associates, and their directors, officers, employees, agents, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to collectively as "**the Releasees**").

## DEFINITIONS

In this Agreement,

- (a) the term "**Associates**" shall include any individual, corporation, association, institution, or organization that is associated with Club Activities as an organizer, promoter, conductor, sponsor, advertiser, or assistant;
- (b) the term "**Club Activities**" includes:
  - (i) Tracking;
  - (ii) the legal use or handling of animals in the course of Tracking; and
  - (iii) any activity that is organized, promoted, conducted, advertised or sponsored by the Releasees, whether or not previously listed in clauses (b)(i) or (b)(ii) of this definitions section;
- (c) the term "**Tracking**" means tracking, pursuing, documenting, charting, observing, photographing, and making video or audio recordings of flora or fauna on any type of terrain within or in the airspace above the Province of British Columbia, and includes walking, hiking, crawling, crouching, running or jogging, lying prone or supine, waiting motionless, swimming, and navigating by Vehicle while undertaking any of the activities listed here in clause (c) of this definitions section; and
- (d) the term "**Vehicle**" means a device in, on or by which a person or thing is or may be transported or drawn, whether or not on a road, street, lane, passageway, or right of way, and includes a device designed to be moved by human or animal power, a device used exclusively on stationary rails or tracks, mobile equipment, or a motor assisted cycle.

## ASSUMPTION OF RISKS

I am aware that participating in Club Activities may involve risks and dangers, including the possibility of damage to my property and physical or psychological injury.

**I freely accept and fully assume all risks and dangers resulting from my participation in Club Activities.**

INITIALS

## RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the Releasees accepting my request to participate in Club Activities, I agree as follows:

1. I freely waive any and all claims that I have or may have in the future against the Releasees, and I 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 Club Activities.

INITIALS

2. I agree to waive my rights to sue the Releasees for any cause whatsoever associated with Club Activities, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees, including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 337 and any amendments thereto, and including a failure on the part of the Releasees to safeguard or protect me from any risks and dangers associated with Club Activities.

INITIALS

3. I agree to hold harmless and indemnify the Releasees from any claims or demands which may be made against any one of them, either alone or in combination, arising out of or as a consequence of my participation in Club Activities.

INITIALS

4. I agree to hold harmless and indemnify the Releasees from any and all liability for any damage, loss, or injury to any third party resulting from my participation in Club Activities.

INITIALS

### APPLICATION

- (a) This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

### JURISDICTION

- (a) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
- (b) Any litigation involving the parties to this Agreement 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.

**NO EXTRINSIC EVIDENCE**

- (a) In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

**INTERPRETATION**

- (a) Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- (b) Wherever the context so requires, use of the singular in this Agreement includes the plural and conversely.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT.**

**I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT OF KIN.**

**THIS INCLUDES GIVING UP THE RIGHT TO SUE THE NORTH OKANAGAN TRACKING CLUB AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SPONSORS, SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AS A RESULT OF MY CONDUCT OR THEIR CONDUCT, INCLUDING, IN EITHER CASE, ORGANIZING, HOSTING, PROMOTING, OR ADVERTISING ACTIVITIES FOR THE CLUB, OR PARTICIPATING IN SUCH ACTIVITIES.**

BY SIGNING THIS FORM, I DECLARE THAT I AM AT LEAST 19 YEARS OLD.

\_\_\_\_\_

DRIVER'S LICENSE NUMBER  
(IF OTHER ID, PLEASE SPECIFY)

BY WITNESSING THIS FORM, I DECLARE THAT I AM AT LEAST 19 YEARS OLD.

\_\_\_\_\_

DRIVER'S LICENSE NUMBER  
(IF OTHER ID, PLEASE SPECIFY)

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINT NAME CLEARLY

\_\_\_\_\_  
PRINT NAME CLEARLY

\_\_\_\_\_  
DATE

**FOR PARTICIPANTS UNDER THE AGE OF 19, A PARENT OR  
LEGAL GUARDIAN MUST SIGN BELOW**

This is to certify that I, \_\_\_\_\_ (please print name) as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, the participant, my heirs, next of kin, executors, administrators, and representatives release and agree to indemnify the Releasees from any and all liabilities pertaining to my minor child's participation in Club Activities, even if arising from the negligence of the Releasees.

Name of child: \_\_\_\_\_

BY SIGNING THIS FORM, I DECLARE THAT I AM  
AT LEAST 19 YEARS OLD.

\_\_\_\_\_  
DRIVER'S LICENSE NUMBER  
(IF OTHER ID, PLEASE SPECIFY)

BY WITNESSING THIS FORM, I DECLARE THAT I  
AM AT LEAST 19 YEARS OLD.

\_\_\_\_\_  
DRIVER'S LICENSE NUMBER  
(IF OTHER ID, PLEASE SPECIFY)

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
PRINT NAME CLEARLY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINT NAME CLEARLY