

# INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

**WARNING! By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.**

## DISCLAIMER

This is a binding legal agreement.

**As a Participant in the programs, activities and events of BC Nature and the Victoria Harbour Migratory Bird Sanctuary Event, the undersigned acknowledges and agrees to the following terms.**

BC Nature and their respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event of the Organization, caused by any risks, dangers and hazards associated with the programs, activities and events of the Organization.

## DESCRIPTION OF RISKS

I am participating voluntarily in these activities, events, and programs of the Organization. In consideration of my participation in the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to any such programs, activities and events of the Organization and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Field trips and outings;
- b) Nature walks;
- c) Bird counts and watching;
- d) Road cleanup;
- e) Animal attacks, including but not limited to, bears, cougars and snakes;
- f) Bites from insects, including ticks with the possibility of Lyme Disease.
- g) Extreme weather conditions which may result in heatstroke, sunstroke, hypothermia, frostbite or lightning strikes;
- h) Inhalation of viruses or infections including, but not limited to, Hantavirus Pulmonary Syndrome;
- i) Executing strenuous and demanding physical techniques including climbing and hiking;
- j) Vigorous physical exertion;
- k) Reactions to agents on grass or other surfaces that may produce allergies or infections;
- l) Falling to the ground due to uneven, slippery, steep, rocky or irregular terrain or surfaces;
- m) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- n) Spinal cord injuries which may render me permanently paralyzed; and
- o) Travel to and from activities, events and programs.

Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the activities, events and programs;
- c) That my risk of injury is reduced if I follow all rules established for participation; and
- d) That my risk of injury increases as I become fatigued.

## RELEASE OF LIABILITY

In consideration of the Organization allowing me to participate, I agree:

- a) To follow any Public Health Orders in effect at the time of the the Victoria Harbour Migratory Bird Event, October 2023
- b) That I do not know of any medical condition I might have that could possibly make it unwise for me to participate in the Organization's programs, activities and events, including but not limited to heart conditions.
- c) To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in such activities, events and programs.
- d) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the programs, activities and events of the Organization.

## ACKNOWLEDGEMENT

I have read this agreement and agree to its terms and conditions, that I have executed this agreement voluntarily and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

_____	I agree to the terms and conditions set out in this waiver	_____
Printed Name of Participant 1		Date
_____	I agree to the terms and conditions set out in this waiver	_____
Printed Name of Participant 2		Date
_____	_____	_____
Printed Name of Parent or Guardian	Signature of Parent or Guardian	Date

**Please save to your device and email as an attachment to: [info@vhmbs.com](mailto:info@vhmbs.com)**