



Sol Outdoor Learning  
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## Summer Camp Liability Waiver

This release of liability, waiver of claims, assumption of risks and indemnity agreement (hereinafter the "Release Agreement").

By signing this document you will waive or give up certain legal rights, including the right to sue or to claim compensation following an accident. PLEASE READ CAREFULLY.

TO:

**Sol Outdoor Learning**, and all owners or occupiers of venues, locations, or premises where outdoor adventure activities (as defined herein) take place, and their respective directors, officers, members, employees, instructors, guides, volunteers, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "**Releasees**").

Participant full name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

### DEFINITIONS:

In this Release Agreement the term "outdoor adventure activities" includes: hiking, swimming and water sports, wading, stream walking, climbing/bouldering, fire-making, team games (may include, but not limited to capture the flag, tag, camouflage, hide and seek, the floor is lava), picnicking, crafting, observing, taking photos, beachcombing, dancing, music making and any other activities conducted outdoors which are organized, provided, arranged, facilitated, led, conducted, sponsored, promoted, or authorized by or connected with the Releasees, and includes any and all ancillary activities related to the foregoing, wherever they may take place, such as, without limitation, transportation provided or arranged by the Releasees, food or beverage provided or sold by the Releasees, and administrative or preparatory activities related to the foregoing;

the term "Negligence" includes the failure by the Releasees to use such care as a reasonably prudent and careful supervising adult would use under similar circumstances, or breach of any other duty of care imposed by law.

## **NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue, or first aid will be my responsibility and will not be covered by the Releasees.

Initial: \_\_\_\_\_

## **ASSUMPTION OF RISKS**

I am aware that injuries are a common part of Outdoor Adventure Activities. I am also aware that participation in Outdoor Adventure Activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of equipment; failure of protective equipment; slips, trips, and falls; loss of balance; variation in hiking terrain including steep or slippery sections, exposed rock, earth, ice, trees, roots, tree wells, tree stumps and forest dead fall, logs, cliffs, crevasses, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed features such as bridges, ramps, ladders, play structures, bumps, and drops; poor surface conditions; variations in the surface or subsurface; unmarked risks, dangers, and hazards; encounters with domestic or wild animals (including, without limitation, dogs, bears, and cougars); avalanche or landslides; falling trees or debris; accident while being transported by motor vehicle; negligent first aid; negligence of other persons; failure to act safely or within one's own ability or to stay within designated areas; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ADVENTURE ACTIVITIES. I am also aware that the risks, dangers and hazards referred to above exist throughout the local surrounding area and that many are unmarked. I further understand that communication in the remote terrain is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OUTDOOR ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Initial: \_\_\_\_\_

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in Outdoor Adventure Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I 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 permanent disability, paralysis, death, or contraction of any disease, illness, or infection, that I may suffer, or that my next of kin may suffer as a result of my participation in Outdoor Adventure Activities, 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, R.S.B.C. 1996, C.337, OR OTHER APPLICABLE LEGISLATION, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ADVENTURE ACTIVITIES REFERRED TO ABOVE;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Outdoor Adventure Activities;

This Release 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;

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 of British Columbia;

Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia; and

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Outdoor Adventure Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**Signature:** \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN (required where Participant is under the age of 19)**

**Name of Minor:** \_\_\_\_\_

**Name of Parent or Legal Guardian:** \_\_\_\_\_

In consideration of the Releasees allowing the minor to participate in Outdoor Adventure Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the minor's parent or legal guardian, hereby agree as follows:

I am the minor's parent and/or legal guardian and understand the nature of the Adventure Activities (including, without limitation, its risks, dangers, and hazards), I am knowledgeable of the minor's experience and capabilities, and I believe the minor to be qualified, in good health and in proper physical condition to participate in Outdoor Adventure Activities. I am aware that injuries are a common and expected part of Outdoor Adventure Activities and that the minor

may be seriously injured or killed while participating in the Outdoor Adventure Activities. Despite the risks, dangers, and hazards of the Outdoor Adventure Activities, I authorize the minor to participate in the Outdoor Adventure Activities as provided, facilitated, or arranged by the Releasees.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE ANY OF THE RELEASEES for any loss, damage, expense, or injury, including, without limitation, permanent disability, paralysis, death, or contraction of any disease, illness, or infection, that the minor may suffer as a result of his or her participation in the Outdoor Adventure Activities, 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, R.S.B.C. 1996, C.337, OR OTHER APPLICABLE LEGISLATION, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE MINOR FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ADVENTURE ACTIVITIES REFERRED TO ABOVE.

I AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from and against all liability, losses, damages, and legal fees and expenses, arising or resulting from any claim, action, demand, or proceeding brought or made against the Releasees by the minor, or on behalf of the minor, arising out of or resulting from the minor's participation in the Outdoor Adventure Activities, the Negligence or alleged Negligence of the Releasees, or otherwise, including, without limitation negligent rescue operations or first aid.

**Signature of Parent or Legal Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_