

NAOC2010

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

PLEASE READ THIS CAREFULLY!

**BY AGREEING TO THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

Definitions

In this agreement:

- a) the term NAOC2010, herein after referred to as “the EVENT”, shall include all participant activities including, either individually or collectively, orienteering, organized social activities, pre-EVENT and post-EVENT activities associated with participating in the EVENT organized by the British Columbia Orienteering Association;
- b) the term “EVENT Sponsors” shall include any corporations, associations, institutions, municipal and provincial government bodies and their subsidiary corporations or organizations, and individuals who provide or make available facilities, equipment, services, and/or products to the British Columbia Orienteering Association, or who is associated with the EVENT as an organizer, promoter, sponsor, or advertiser.
- c) the term “Releasees” shall include the Kootenay Orienteering Club, Foothills Wanderers Orienteering Club, British Columbia Orienteering Association, Canadian Orienteering Federation together with the EVENT sponsors, landowners and the respective directors, officers, employees, agents, volunteers, independent contractors, subcontractors and representatives.
- d) The term Participant shall mean a competitor or member of competitor support team.
- e) The term “Participating in” shall mean going to, coming from, before, after or during the EVENT.

ASSUMPTION OF RISKS

I and those members of my immediate family registering with me are aware, accept, and understand that participation in the EVENT involves many risks, dangers and hazards, some foreseeable but others are not, including but not limited to: those associated with orienteering, running, and walking; changing weather conditions; use of sidewalks, roadways, pathways, forest trails, bridges, open fields, exposed rocks, earth surfaces, streams/creeks and stream/creek beds, and other natural objects; insects, domestic animals, wild animals; trees, forest deadfall, fencing, animal burrows and holes, man-made holes and ditches; motor vehicles of all types; impact or collision with other participants; the failure to participate safely or within one’s own ability or within designated areas; and negligence on the part of the organizers of the EVENT or its staff including failure on the part of the British Columbia Orienteering Association, and their staff to safeguard or protect me from the risks, dangers and hazards of participating in the EVENT.

I AM AWARE AND UNDERSTAND THAT PARTICIPATING IN THE EVENT IS A PHYSICALLY STRENUOUS ACTIVITY AND THAT I WILL BE EXERTING MYSELF DURING THE EVENT AND THAT IF I AM INJURED IN ANY WAY THAT I EXPRESSLY ASSUME THE RISK OF ANY INJURIES, INCLUDING DEATH, AND THAT I WILL NOT HOLD LIABLE THE ABOVE LISTED EVENT ORGANIZERS, EVENT SPONSORS OR RELEASEES FOR THE SAME. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE EVENT 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES accepting my application to participate in the EVENT, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I may have or may have 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 I may suffer, or that my next of kin may suffer as a result of my participation in the EVENT, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and including the failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers and hazards of the EVENT.
- 2) 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 EVENT;

- 3) That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4) That this Agreement shall be governed by and interpreted with the laws of the Province of British Columbia; and
- 5) That any litigation involving the parties of this Agreement shall be brought within the Province of British Columbia.

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

I confirm that I have carefully read and understood this agreement prior to signing it, and I am aware that by signing this 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.

Signed the ____ day of _____, year 2010, in _____, British Columbia.

Signature of Participant _____

Print Name Clearly _____

Signature of Parent or Legal Guardian _____
(If Participant is under 18 years of age)

Print Name of Parent or Legal Guardian _____

Signature of Witness _____