

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

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN
RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

INITIAL HERE

PLEASE READ CAREFULLY!

TO: The Metro Vancouver Regional District, the Greater Vancouver Water District, the Greater Vancouver Sewerage and Drainage District, and Metro Vancouver Housing Corporation (collectively and individually, “Metro Vancouver”)

PURPOSE

In consideration of Metro Vancouver permitting the individual named below (“I” or “me”) to participate in the Exploring Our Watershed Field Trip (the “**Activity**”) located at Lower Seymour Conservation Reserve or Coquitlam Watershed (the “**Location**”) and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (“**Agreement**”).

Name	Last:	First:	Initial:
Address	Street:		
	City:	Prov.:	Postal Code:

ASSUMPTION OF RISKS

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY AND ATTENDANCE AT THE LOCATION INVOLVES MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, AND PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AT THE LOCATION. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED, AND THE POSSIBILITY OF INJURY, DEATH, AND PROPERTY DAMAGE, WHETHER CAUSED BY BREACH OF CONTRACT, NEGLIGENCE OF METRO VANCOUVER, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE BY METRO VANCOUVER, OR OTHERWISE.

I am aware that some risks I may encounter include, but are not limited to: travel by bus, walking and hiking on uneven or unpaved terrain, moving around operational facilities and infrastructure and interacting with other participants (including but not limited to other student participants), whose actions may be unpredictable or even negligent. The inherent risks associated with the Field Trip activities include but are not limited to: slips, trips, and falls; exposure to hot, cold, wet, or changing weather conditions; exposure to an emergency situation including a flood, fire, or chemical spill; wildlife or insect encounters; overhead or falling hazards; loud noises, proximity to water or watercourses; and other site-specific hazards associated with natural and operational environments.

I am also aware that participating in the Activity, whether as a guest, volunteer, or participant, involves additional risks, dangers, and hazards **INCLUDING NEGLIGENCE ON THE PART OF OTHER GUESTS, VOLUNTEERS, AND PARTICIPANTS.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, and INDEMNITY

I hereby:

(a) EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS that I have or may in the future have **against Metro Vancouver and / or any of their respective directors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (collectively, "Releasees")** arising out of or attributable to the Activity or my attendance at the Location (or both), due to any cause whatsoever, **INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING UNDER THE OCCUPIERS' LIABILITY ACT (British Columbia), OF OR BY THE RELEASEES OR ANY OF THEM, AND ANY FAILURE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE OF OR BY THE RELEASEES OR ANY OF THEM;**

(b) COVENANT AND AGREE NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST Metro Vancouver or any other Releasee, AND FOREVER RELEASE AND DISCHARGE Metro Vancouver and all other Releasees from liability under such claims; and

(c) COVENANT AND AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE RELEASEES and each of them against any and all losses, claims, actions, liability, costs, awards, damages, fines, or expenses of whatever kind in connection with any third party claim, suit, action, or proceeding arising out of or resulting from my acts, omissions, participation in the Activity, or attendance at the Location.

GENERAL TERMS

1. This Agreement constitutes the entire agreement of Metro Vancouver and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.
3. This Agreement is binding on and enures to the benefit of Metro Vancouver and the other Releasees.
4. This Agreement is binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.
5. This Agreement shall be governed by and construed in accordance with the laws of the British Columbia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of British Columbia, and I hereby consent to the exclusive jurisdiction of such courts.
6. I confirm that I am 19 years of age or older.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES), INCLUDING THE RIGHT TO SUE METRO VANCOUVER OR ANY OTHER RELEASEE(S).

Signed this _____ day of _____, 20_____.

_____ Signature of Witness	_____ Signature of Participant
Please print name clearly:	Please print name clearly: