

OUTDOOR EXPERIENCE PROGRAMS – FOR MINORS

For participants under the age of 19 - To be completed by parent/legal guardian and participant

	<b>INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISK FORM</b> (referred to as the "Consent and Acknowledgement Form")
PARTICIPANT INITIALS	
	<b>WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!</b>
PARENT/ GUARDIAN INITIALS	

**The choice to participate in any program or activity offered by Cumberland Lake Park Society is made freely and with understanding of the associated benefits, risks, and responsibilities.**

This Consent and Acknowledgement Form must be fully completed and signed before participants are allowed to enter land or premises owned or operated by Cumberland Lake Park Society

Participant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

To: Cumberland Lake Park Society, and to its officers, directors, shareholders, employees, representatives, independent contractors, volunteers, agents, insurers, and assigns (the "Releasees")

**DEFINITION:** In this Consent and Acknowledgement Form the term "Activities" includes all activities, programs, events, and services that are provided, arranged, organized, conducted, sponsored, or authorized by any of the Releasees, and includes, without limitation, any and all: use of the Cumberland Lake Park Campground located at 1100 Comox Lake Road, Cumberland BC, V0R 1S0; use of Comox Lake; backpacking; camping; hiking; running; jumping; climbing; fire building; shelter building, trail building, clearing and maintenance; swimming; kayaking; canoeing; stand up paddle boarding; orientation; instructional and skills development programs; training; transportation or travel to and from locations used for the Activities and all other such activities, programs, events, and services, that are in any way connected with or related to any of the foregoing.

	<b>1. <u>DISCLAIMER:</u> THE RELEASEES ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY SUFFERED BY A PARTICIPANT DURING OR AS A RESULT OF THE ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY OF THE RELEASEES' ALLEGED OR ACTUAL:</b>
	a) <b>NEGLIGENCE, INCLUDING FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES;</b>
PARTICIPANT	b) <b>BREACH OF ANY CONTRACT OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND/OR</b>
PARENT/ GUARDIAN INITIALS	c) <b>BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE BRITISH COLUMBIA OCCUPIERS LIABILITY ACT.</b>

2. **NO REPRESENTATIONS:** We acknowledge and agree that the Releasees make no representations regarding the safety of the Activities or regarding whether the Activities are appropriate for the Participant to undertake.

3. **VOLUNTARY ASSUMPTION OF RISKS:** We acknowledge and agree that participation in the Activities involves certain inherent risks, dangers, and hazards, which can result in personal injury, death, property damage, and other loss. Risks, dangers, and hazards may include but are not limited to:

- a) slipping and falling;
- b) overturning a kayak, canoe, stand up paddle board, or other water craft;
- c) exposure to very cold water;
- d) variation in the water conditions, surfaces and currents, including high waves, and river currents;
- e) changing and inclement weather conditions including storms, high wind and lightning;
- f) equipment failure, the use of inadequate or inappropriate equipment, and the use of improperly prepared or adjusted equipment;
- g) steep slopes in their natural state that may contain obstacles and hazards, and terrain that may not have been

- h) traveled on or climbed before and is not regularly patrolled or inspected;
- h) variation in terrain including holes, depressions, loose gravel, rocks, mud, roots, deadfall, rocks, or other natural or man-made objects on or adjacent to the trails;
- i) exposure to fire;
- j) encounters with wild and domestic animals;
- k) becoming lost or separated from the Releasees or other participants;
- l) failing to act safely, or within one's own ability, or to stay within designated areas;
- m) failing to read and comply with signage, or with any of the Releasees' instructions;
- n) the proximity of medical care which may or may not be readily available;
- o) theft, vandalism, and loss of personal property;
- p) negligence of participants, instructors, and bystanders; and
- q) **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF ENGAGING IN THE ACTIVITIES.**

**WE ACKNOWLEDGE AND AGREE THAT THE ABOVE LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS, DANGERS, AND HAZARDS**

PARTICIPANT	<b>ASSOCIATED WITH THE ACTIVITIES. WE HAVE INFORMED OURSELVES TO OUR OWN SATISFACTION OF THE NATURE OF THOSE INHERENT RISKS, DANGERS, AND HAZARDS AND WE FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR LOSS RESULTING THEREFROM.</b>
PARENT/ GUARDIAN	

4. **PARTICIPANT'S CONDUCT:** We represent, acknowledge, and agree that:
  - a) the Participant has the experience required to participate safely in the Activities and that the Participant has no known physical or mental condition which would impair their capability for full participation in the Activities;
  - b) we are solely responsible for assessing whether any of Activities are too difficult for the Participant, and by the Participant commencing any of the Activities, we acknowledge and accept the suitability and conditions of those Activities;
  - c) the Participant's risk of injury is reduced if the Participant follows all rules established for participation;
  - d) the Participant's risk of injury increases as the Participant becomes fatigued;
  - e) if the Participant observes an unusual or significant hazard or risk, the Participant will remove themselves immediately from participation and bring such to the attention of a representative of the Releasees; and
  - f) the Participant will obey any and all guidelines, rules, and regulations which govern their participation in the Activities, as established by the Releasees from time to time.
  
5. **MEDIA RELEASE:** We give/We do not give (*circle one*) the Releasees permission to use and/or reproduce all digital media taken of, or including the Participant, and/or information gathered about or including the Participant, including any agency, clients, publication or other organization or institution, in all forms of media, for distribution to the general public for the purposes of publicity and promotion.
  
6. **NO ALCOHOL, CANNABIS, OR OTHER DRUGS:** We acknowledge that alcohol, cannabis, and other drugs, both prescribed and non-prescribed, have the capacity to impair judgment and reduce the Participant's ability to effectively manage risks. Consuming alcohol, cannabis, or other drugs prior to or while participating in the Activities is strictly prohibited.

**We declare that we have read, understand, and agree with this Consent and Acknowledgment Form:**

Parent/Legal Guardian Last Name: _____	First Name: _____
Address: _____	
Telephone: _____	Relationship to Participant: _____
Parent/Legal Guardian Signature: _____	Participant Signature: _____

**WITNESSED BY AN ADULT (Not the Signing Parent/Legal Guardian)**

Declared before me at the city of _____, BC this ____ day of _____ 20 ____  _____ Witness Signature	Witness Name: _____  Witness Address: _____  _____  Witness Phone: _____
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