

Hello!

We are excited for your upcoming big canoe charter with Lake Park Society. Please review the following information to prepare for your visit.

Who is Lake Park Society (LPS)? LPS is a non-profit that aims to "create wonder and connection through outdoor experiences," offering community programs and subsidized, nature-based school programs. Your child(ren) might also enjoy our summer camps! More information is available on our website: https://cumberlandlakepark.ca/programs/school-programs/.

What about Safety? Safety is our top priority. Our protocols meet or exceed industry standards; instructors are first aid and Paddle Canada certified. All participants wear properly fitted PFDs, and safety instructions are provided before launching. The park maintains a Wildlife/Danger Tree program and programs only occur in suitable weather.

How can you prepare?

- 1) Ensure that you pack according to our **"What to Bring"** list, which is attached on the next page.
- 2) Please also complete the attached Lake Park Society Release of Liability form (adults) or Informed Consent form (for minors) and bring it with you; all signature lines/boxes must be signed or initialled and witnessed by another adult (child signatures are optional). We will also have forms available at the start of the program.

Thank you for taking the time to prepare for this fun day!

Sincerely, Lake Park Society



What to Bring: Big Canoe Charter

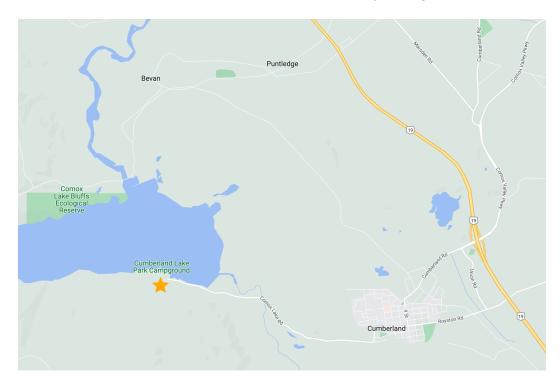
While LPS will provide safety equipment and group gear, we rely on each participant to arrive prepared. This will help ensure that we have a fun day together! We will be spending the full day outside, rain or shine. It is often colder at Cumberland Lake Park than other parts of the Comox Valley. There are limited covered spaces, and no heated spaces. Please review the list below, and pack accordingly. We also encourage you to review this "What to Wear for Outdoor Teaching and Learning" graphic (credit: Child and Nature Alliance of Canada).

Each participant must have:

	Fully completed consent form (informed consent form for minors, waiver for adults)
	A comfortable and appropriately-sized backpack
	A rain jacket (*down jackets are not usually waterproof)
	Rain pants (*these make a HUGE difference in a wet forest or canoe ride!)
	Comfortable, closed-toe shoes that you can hike, run, play, and get wet in.
	Clothes that can get adventurous and come home dirty
	Warm layers (*preferably wool or fleece - cotton gets cold when wet!)
	A full, 750+ mL water bottle.
	A snack.
	A warm hat and warm gloves on cold days (even if it is sunny!)
	Sunscreen, sunglasses and a hat with a brim on hot days
	Any necessary medication(s) or other personal items . Participants with any
	known anaphylactic allergy must bring an EpiPen , stored in a waterproof
	container/bag.
Plea	se don't bring:
	Electronic devices such as phones and cameras (unless in a waterproof case or bag)
	Lifejackets/PFDs. Lake Park Society will provide approved PFDs/lifejackets,
	as well as all necessary canoe and safety equipment.

Site Maps

Find us at Cumberland Lake Park, marked by the gold star below:



Our meeting location is the main Campground Office located on the right after you drive through the first yellow gate.

OUTDOOR EXPERIENCE PROGRAMS – FOR ADULTS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT
(referred to as the "Release Agreement")

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

INITIAL

This Release Agreement 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 Release Agreement 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, VOR 1SO; 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.

- 1. **ASSUMPTION OF RISKS**: I acknowledge that my participation in the Activities involves certain inherent risks, dangers, and hazards, which can result in personal injury including 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 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 manmade 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;
 - I) 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.

	I ACKNOW	VLEDGE	AND AGR	EE THAT	THE AB	OVE LIST	. IS NO.	T INCLU	SIVE C)F ALL	POSSIBLE	E RISKS,	DANGERS	S, AND	HAZARD:
	ASSOCIATI	ED WIT	H THE AC	TIVITIES	. I HAVE	INFORM	1ED MY	SELF TO	YM C	OWN	SATISFAC	TION O	F THE NA	TURE (OF THOS
INITIAL	INHERENT	RISKS,	DANGERS	, AND H	IAZARDS	AND I F	REELY	ACCEPT	AND	FULLY	ASSUME	ALL SU	CH RISKS,	DANG	ERS, AND

HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR OTHER LOSS RESULTING THEREFROM.

2.	WAIV	ER AND RELEASE: I AGREE, TO THE GREATEST EXTENT PERMITTED BY LAW, 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 A	NY LOSS, DAMAGE, EXPENSE, OR INJURY (INCLUDING DEATH) THAT I OR MY NEXT OF KIN MAY SUFFER AS A RESULT OF
	MY P	ARTICIPATION IN THE ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS
	BASEI	D ON ANY OF THE RELEASEES' ALLEGED OR ACTUAL:
	a)	NEGLIGENCE, INCLUDING FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO
		SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES;
	b)	BREACH OF ANY CONTRACT OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND/OR
	c)	BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE BRITISH
		COLUMBIA OCCUPIERS LIABILITY ACT.
INITI	AL .	

- 3. INDEMNITY: I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FOR ALL LIABILITY AND CLAIMS, INCLUDING ALL JUDGMENTS, DEMANDS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING LAWYERS' FEES AND DISBURSEMENTS), WHETHER ARISING IN WHOLE OR IN PART FROM MY PARTICIPATION IN THE ACTIVITIES, OR FROM ANY INITIAL MISREPRESENTATION OR FRAUDULENT EXECUTION OF THIS RELEASE AGREEMENT ON MY PART.
- 4. MY REPRESENTATIONS: I represent that I have the experience required to participate safely in the Activities and that I have no known physical or mental condition which would impair my capability for full participation in the Activities.
- 5. **PROMISE TO OBEY RULES:** I confirm that I will obey any and all guidelines, rules, and regulations which govern my participation in the Activities, as established by the Releasees from time to time.
- 6. <u>MEDIA RELEASE:</u> I give/I do not give (*circle one*) the Releasees permission to use and/or reproduce all digital media taken of, or including me, and/or information gathered about or including me, 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.
- 7. NO ALCOHOL, CANNABIS, OR OTHER DRUGS: I acknowledge that alcohol, cannabis, and other drugs, both prescribed and non-prescribed, have the capacity to impair judgment and reduce my ability to effectively manage risks. Consuming alcohol, cannabis, or other drugs prior to or while participating in the Activities is strictly prohibited.
- 8. <u>AMENDMENTS:</u> I agree that this Release Agreement may only be amended by a duly executed written agreement between myself and the Releasees, and this Release Agreement shall not be affected or altered by any prior or subsequent oral or written representation made by the Releasees or anyone acting on their behalf, and that in giving this Release Agreement I am not relying on any oral or written representation or statement made by anyone, including the Releasees or anyone acting on their behalf.

I CONFIRM THAT I AM AT LEAST THE FULL AGE OF 19 YEARS. I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant Signature		
	WITNESS SIGNATUR	RE AND CONTACT INFORMATION:
Declared before me at	, BC this	
day of 20		Witness Name:
		Witness Address:
Witness Signature		
		Witness Phone

OUTDOOR EXPERIENCE PROGRAMS – FOR MINORS

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

PARTICIPANT INITIALS PARENT/ GUARDIAN

INITIALS

INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISK FORM (referred to as the "Consent and Acknowledgement Form")

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

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, VOR 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.

- 1. DISCLAIMER: 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:

 a) 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;

 PARTICIPANT b) BREACH OF ANY CONTRACT OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND/OR

 C) BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE BRITISH COLUMBIA OCCUPIERS LIABILITY ACT.
- 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

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

PARENT/ GUARDIAN 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.

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	Witness Name:			
this day of 20	Witness Address:			
Witness Signature	Witness Phone:			

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