



**RELEASE OF LIABILITY
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT**
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

INITIAL HERE

Name	First	Last	Initial	
	Street			
Address	City	Prov/State	Country	Code

To: The Burgess Shale Geoscience Foundation (“BSGF”); His Majesty the King in Right of Canada; His Majesty the King in Right of British Columbia; and their directors, officers, employees, volunteers, guides, agents, instructors, and representatives and their successors and assigns (all of whom are referred to hereinafter as “the Releasees”)

Disclosure of Risks

I, the ‘Participant’, am aware of the risks inherent in this guided hike, including, but not limited to:

- (a) *Mountain terrain and conditions* which has many dangers, obstacles and hazards including:
 - Exposure risks due to cold, wet weather, effects of heat and strong sunlight, strong winds, lightning storms, or flooding immersion in cold water;
 - Wildlife: carnivores, rodents, insects, birds, snakes, or other domestic or non-domestic animals;
 - Pathogens: Bacterial, parasitic, viral, or fungal pathogens, such as but not limited to: Covid-19, Giardia, or tick borne illnesses.
 - Falls on, from, or onto steep, slippery or uneven terrain resulting in contact with rocks, trees, obstructions or other participants;
 - Falling rock, Falling trees, or Slope failure;
 - Deadfall, noxious vegetation, or inhalation of smoke due to wildfires.

(b) *Travel by motor vehicle:*

I am aware of the risks of travel by motor vehicle including, but not limited to collisions due to poor conditions, mechanical failure or operational error including pilot or driver error.

(c) *Limited access to medical care:*

I am aware that the area in and around Field, B.C., is a remote location with limited access to medical care.

(d) *Personal Fitness Limitations:*

I am aware that the BSGF hikes may involve significant elevation gain at high altitude and that this may result in excess fatigue over the course of several hours. Participants acknowledge that significant personal health restrictions should be disclosed to the guides prior to the hike. In the event that the guides determine, in their sole opinion, that personal health restrictions of the Participant would subject them to unreasonable risk they may refuse permission to the hike even if a waiver is signed.

I have read and understood and am aware of the risks listed in the DISCLOSURE OF RISKS section.

INITIAL HERE



Emergency Medical Care

In the event that emergency medical care is required including first aid, evacuation or rescue I acknowledge and agree that all associated expenses and costs will be the responsibility of the Participant and not the Releasees.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees granting me, the "Participant" permission to participate in a guided hike, and for 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 have or may have in the future 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 a guided hike, 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, ON THE PART OF THE RELEASEES;

- 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 guided hike;
- 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. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia,

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

I CONFIRM THAT I HAVE 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.

Signature of Client			
Date:	Year	Month	Day

Signature of Witness (guide only)
Name of Witness (guide only)