

20__

Niagara Falls Nature Club - Release of Liability
Nature Walks and Outings, Citizen Science Activities and Meetings

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT
(hereinafter referred to as the "Release of Liability")

Prior to participating in nature walks, outings and or citizen science activities, all persons must sign this Release of Liability.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

TO: Niagara Falls Nature Club (NFNC) and their directors, officers, volunteers, trip leaders and organizers, representatives, instructors, guides, contractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Organizers").

Note: In this Release of Liability, the term "**nature walks, outings and citizen science activities**" shall refer to all activities, events or services provided or organized by the Organizers for trips including, but not limited to: nature walks; birding; hiking; backcountry travel; orientation and instruction sessions; and all other related activities.

ASSUMPTION OF RISKS:

I AM AWARE THAT NATURE WALKS, OUTINGS AND CITIZEN SCIENCE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS.

These include but are not limited to: travel in areas where fallen timber, branches, rocks, roots or other obstacles or hazards, steep slopes or unstable ground, may cause slips, trips and falls; travel on, through or beside snowfields, streams, creeks, rivers, ponds and lakes; encounters with wildlife; interaction with vehicle traffic; travel on public transport; health problems related to over-exposure to the sun, insect bites and the risk of West Nile Virus and Lyme Disease, fatigue, stress, dehydration, exertion; becoming lost or separated from the trip leader or party; exposure to communicable diseases, negligence of other persons and negligence on the part of the organizers.

I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE ORGANIZERS TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF Nature Walks, Nature Outings, Citizen Science Activities and Meetings. In the event of an accident communication may be difficult and rescue, evacuation and medical treatment may not be immediately available. Weather conditions may be extreme and change rapidly.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
IN CONSIDERATION OF THE ORGANIZERS ALLOWING ME TO PARTICIPATE IN THE NATURE WALKS, OUTINGS AND CITIZEN SCIENCE ACTIVITIES FOR THE PERIOD BEGINNING ON _____, 20__, AND EXTENDING TO _____, 20__, I HEREBY AGREE AS FOLLOWS:

- 1. TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE ORGANIZERS,** and to release the organizers 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 nature walk, outing or citizen science activity due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the organizers. I understand that negligence includes failure on the part of the organizers to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in Field Trips;
- 2. TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZERS** from any and all liability for any property damage or personal injury to any third party resulting from my participation in the above mentioned activities.
- 3. THIS RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING** upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity; and
- 4. ANY RIGHTS, DUTIES AND OBLIGATIONS** as between the parties to this Release of Liability shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.

In agreeing to this Release of Liability I am not relying on any oral or written representations or statements made by the Organizers with respect to the safety of an Overnight or Backpacking Trip, other than what is set forth in this document.

Signature: _____ Emergency Contact: _____

Name (Print): _____ Emergency Number: _____

Phone #: _____

Email: _____ Date Of Signing: _____