

Victoria Camera Club

Mailing address only: Victoria Camera Club, PO Box 46035, RPO HILLSIDE, Victoria, BC, V8T 5G2



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

(hereinafter referred to as the "Release of Liability")

As a condition of membership and/or prior to a non-member participating in any Victoria Camera Club event, all persons are required to sign this Release of Liability. This Release of Liability shall remain in force for all Victoria Camera Club events at any time after signing.

THIS IS A BINDING LEGAL AGREEMENT. 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: Victoria Camera Club [hereafter collectively referred to as the "Organisation"] and its directors, officers, volunteers, leaders and organisers, employees, agents, representatives, instructors, guides, contractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Organisers"). **Note:** In this **Release of Liability**, the term "Event" shall refer to all activities, events or services provided or organised by the **Organisers** including, but not limited to: field trips, tours, workshops, meetings, orientation and instruction sessions; and all other related activities.

ASSUMPTION OF RISKS

I am participating voluntarily in the Events of the Organisation and hereby acknowledge that I will make myself aware of the risks, dangers and hazards associated with or related to any and all Events of the Organisation that I participate in, and that I may be exposed to such risks, dangers and hazards. The risks, dangers and hazards may arise from, but are not limited to:

- a) Negligence of other persons and negligence on the part of the organisers; I understand that negligence includes failure on the part of the Organisers to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of Events, including risks associated with my rescue should that be required;
- b) Injury or disease caused, or transmitted, by wildlife, falls, weather conditions, the actions of others or any other cause.
- c) The effects of any medical condition whether or not I have advised the Organisation of such condition;
- d) Falling due to wet, icy or snow-covered ground, uneven, loose, slippery, steep, rocky or irregular terrain or surfaces.

Furthermore, I am aware:

- a) That I should properly prepare myself for each Event including providing appropriate clothing, footwear, food and water, and safety equipment.
- b) That in the event of an accident communication may be difficult, and rescue, evacuation and medical treatment may not be immediately available.

RELEASE OF LIABILITY

In consideration of the Organisation allowing me to participate in any and all Events while a member or non-member of the Organisation, I agree:

- 1. To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income or property, resulting from my participation in such Events;
- 2. To forever release and hold harmless the Organisation from any and all liability, including negligence, breach of contract or breach of any statutory or other duty of care on the part of the Organisers, for any and all claims, demands, actions and costs that might arise out of my participation in the Events of the Organisation. **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 shall endure even though my membership in the Organisation ceases.**
- 3. That 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 British Columbia and of the laws of Canada therein and no other jurisdiction irrespective of the location of the Event that gives rise to any liability or claim.



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ACKNOWLEDGMENT

I acknowledge that I have read and understand the Release of Liability and, that I have executed this agreement voluntarily, with full knowledge that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives. I further acknowledge that I have been given the opportunity to obtain legal advice regarding my rights as expressed in the Release of Liability and, whether or not I have sought such advice, I agree to be bound by the terms of the Release of Liability.

Printed Name of Participant

Signature of Participant
(19 years and older)

Date

(OR) Printed Name of Parent
or Legal Guardian

Signature of Parent or Guardian
(if under 19 years of age)

Date

EMERGENCY CONTACT

Printed Name of Contact

Phone number

Alternate phone number

Release of Rights

I, _____ assign to the Organisation without further remuneration all and any rights in any images that may be taken, by myself or by any other member or guest, during any club Event that may show my likeness. This includes the right to show, reproduce and distribute in any form, whether the image is modified or not, in any media for any purpose of the Organisation other than for direct commercial gain by sale, lease, rental etc.

This is not a model release. If the event is organised or staged such that the primary purpose is “modelling” then a specific model release is required.

This assignment of rights endures even though I may no longer be a member of the Organisation.

Printed Name of Participant

Signature of Participant
(19 years and older)

Date

OR Printed Name of Parent Signature of Parent or Guardian or Legal
Guardian (if under 19 years of age)

Date

Printed Name of Witness (to both)

Signature of Witness
(19 years and older)

Date

Recorded by membership chair: _____ **Date:** _____