

ACTIVITY CONSENT FORM AND PHOTO RELEASE FORM

PROGRAM in association with the Mountains Recreation Conservation Authority (MRCA). As a participant in the program my children and/or I will have the opportunity to engage in a variety of outdoor activities including but not limited to hiking, swimming, kayaking, overnight camping, constructing campfires, cooking over campfires, sun exposure, possible wet or slippery conditions, traveling as a passenger in a designated vehicle to and from program lessons and activities. There are elements of risk in any activity associated with outdoor adventures.

Although CNC has taken reasonable steps to provide you and/or your child with appropriate equipment and skilled instructors, CNC wishes to remind you this activity is not without risk.

During the program, photographs and video may be taken. I acknowledge that CNC and/or MRCA may use photographs and video in published marketing materials and/or promotional items.

Please advise the CNC and/or MRCA if you do not want a likeness of you and/or your participants to be used for CNC and/or MRCA publications.

HOLD HARMLESS AGREEMENT

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CNC, SMMC, AND MRCA, its directors, officers, employees, and agents (collectively "Releasees") from any and all liability to the undersigned, and any executors, administrators, next of kin, successors, assigns, personal representatives, and heirs for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the CNC, SMMC, AND MRCA.
- 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the CNC, SMMC, AND MRCA



premises or in any way observing or using any facilities or equipment of the CNC, SMMC, AND MRCA or participation in any program **HOLD HARMLESS AGREEMENT (cont'd)**

affiliated with the CNC, SMMC, AND MRCA whether caused by the negligence of the Releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees or otherwise while in, about or upon the premises of the CNC, SMMC, AND MRCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the CNC, SMMC, AND MRCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I certify I have read this document and I understand its contents.

APPROVAL BY PARENTS OR LEGAL GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.



I have read and agree with the Activity Consent Form and Photo Release Form, Hold Harmless, and Approval By Parents or Legal Guardians for Minors. * Signature required for minors by a parent or legal guardian.

He leído y estoy de acuerdo con el formulario de consentimiento para realizar actividades y autorización para realizar fotografías, filmaciones o grabaciones audiovisuales, acuerdo de exoneración de responsabilidad, y aprobación de los padres o tutores legales de menores.
*Signatura requerida para menores por un padre o guardián legal.

Name / Nombre
Signature* / Signatura*
Phone Number/ Número de Contacto
Emergency #/ Número de Emergencia
Zip Code / Código Postal
Email / Dirección de correo electrónico