

WAIVER AND LIABILITY RELEASE

WARNING: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES.
PLEASE READ CAREFULLY.
BY SIGNING THIS DOCUMENT YOU GIVE UP THE RIGHT TO SUE.

Signature of Participant:

To: WALDEN DARWIN, operating as WILDERNESS ADVENTURE OUTREACH (the "Company"),

NAME: _____

ADDRESS: _____

PHONE: _____ CELL: _____

COURSE NAME: _____

COURSE DATE: _____

I am aware that caving, rock climbing, rappelling, backpacking, mountaineering, canoeing and participating in an Outdoor Adventure Course involves many inherent **RISKS, DANGERS AND HAZARDS**, and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting from such risks, dangers and hazards.

In consideration of the company accepting my application for participating in the Outdoor Adventure Course and permitting my use of the equipment necessary to conduct such activities associated with the Outdoor Adventure Course, I hereby agree as follows:

Initi.

1. **TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS** in connection with use of the equipment and/or participating in the Outdoor Adventure Course which shall include travel, by whatever means are necessary, to and from and as part of the Outdoor Adventure Course, as well as all risks, dangers and hazards related to mountain terrain, avalanches, water and weather.

Initi.

2. **TO WAIVE ANY AND ALL CLAIMS** that I may have against the Company, his agents, employees and representatives (all of whom are collectively referred to as the Company).

Initi.

3. **TO RELEASE** the Company and his agents, employees and representatives from any and all liability for any loss, damage, injury or expense that I, or my estate may suffer or incur as a result of my use of the equipment and/or participating in the Outdoor Adventure Course, which shall include travel, by whatever means necessary to and from and as part of the Outdoor Adventure Course, due to any cause whatsoever, including negligence on part of the company.

Initi.

4. **TO HOLD HARMLESS AND INDEMNIFY** the company from any and all liability for property damage, personal injury or death suffered by myself or a third party as a result of:

(a) my use of equipment, and/or:

(b) participating in the Outdoor Adventure Course which shall include travel, by whatever means are necessary, to and from and as part of the Outdoor Adventure Course.

Initi.

5. **THAT THIS RELEASE AND INDEMNITY AGREEMENT** shall be effective and binding upon my heirs, next-of-kin, executors and administrators and assigns in the event of my death or injury.

Initi.

6. I confirm that I am of the full age of nineteen (19) years and that I have read and understood this waiver and liability release prior to signing it and am aware that by signing this document, I am affecting the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators and assigns in relation to the Company. If not yet nineteen (19) years of age, my parent or guardian has read and understood all the above and agrees to sign this document as well.

Initi.

7. This agreement shall be governed by and interpreted with the laws of British Columbia, Canada; and any litigation involving the parties to the agreement shall be brought within the province of British Columbia, Canada.

Signed this _____ day of _____ 20 _____ at _____

Signature of Participant: _____

Name (Please print clearly): _____

Signature of Parent/Guardian: _____

Name (Please print clearly): _____

Signature of Witness: _____

Name (Please print clearly): _____