

# COCHRANE CAMERA CLUB

2024-2025 SEASON

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY AGREEMENT

**WARNING! This is a Release of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”). This is a binding legal document and by signing below you will assume certain risks and responsibilities and waive certain legal rights. Read carefully and clarify any questions or concerns before signing.**

**TO: Cochrane Camera Club**, its administrators, directors, agents, officers, volunteers, employees, and anyone acting under its authority, including, but not limited to instructors, organizers, guides, subcontractors, sponsors, advertisers, shareholders, successors, assigns, and representatives (collectively referred to as the “**Releasees**”):

**IN CONSIDERATION** of the Releasees accepting my membership application, and of the Releasees agreeing to my participation in photography/videography-related activities and events whether formally or informally organized, including but not limited to, meetings and/or gatherings, presentations, seminars and/or workshops, field trips, road trips, travel in vehicles, outings, special interest groups, and competitions (the “**Activities**”), **I, the undersigned, for myself, my personal representatives, assigns, heirs, and next of kin:**

1. **ACKNOWLEDGE, AGREE, AND REPRESENT** that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical and mental condition to participate in the Activities. It is my sole responsibility to assess whether any of the Activities are too difficult for me to participate in; and, the Releasees have no obligation or duty to assess or give me advice about whether the Activities are beyond my skills or physical and/or mental condition. Additionally, I acknowledge that in the event of any emergency, including the need for evacuation or rescue (“**Emergencies**”), I am solely responsible for taking appropriate actions to ensure my safety and well-being during Emergencies, I agree to cover any costs incurred in connection with Emergencies, and I hereby release the Releasees from all penalties, damages, claims, costs, and financial losses incurred as a result of or associated with Emergencies.

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2. **ACKNOWLEDGE** that I am not required to participate in the Activities and that I am choosing to do so of my own free will. I will assess the Activities I participate in, and if I identify any conditions or components of the Activities I deem unacceptable for any reason whatsoever, I will choose not to engage in the Activities or certain components of the Activities. I agree that in such a case, I am not entitled to a refund of any fees or costs I have paid associated with the Activities or components of the Activities in which I have chosen not to participate.

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3. **UNDERSTAND, ACKNOWLEDGE, AND AGREE** that the Releasees may, for any reason whatsoever, postpone, alter, or cancel any pre-planned itinerary for the Activities (“**Modifications**”) without prior notice. Modifications may include, but are not limited to, changes prompted by weather conditions, wildlife activities, accessibility to locations, and/or any other relevant considerations at the Releasees’ sole discretion at the time of the Activities. I

hereby release the Releasees from all penalties, damages, claims, and financial losses incurred for travel, lodgings, or any other costs resulting from or associated with the Modifications.

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4. **FULLY UNDERSTAND AND ACKNOWLEDGE** that:

- a. the Activities involve many risks, dangers, and hazards, including, but not limited to, the risk of serious bodily injury, permanent disability, sickness, disease, exposure to contagions and contaminants including but not limited to SARS-CoV-2 Virus (COVID-19), paralysis, and/or death (“**Risks**”);
- b. the Activities may pose other dangers and hazards, including, but not limited to, social and financial loss and/or loss of or damage to equipment/property (“**Dangers**”) that are either not known to me or not readily foreseeable at the time of the Activities;
- c. these Risks and Dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, non-participating third-parties present in the vicinity of the Activities, wildlife, insects, plants, the environment (including, but not limited to, weather conditions, road conditions, terrain, and location), facilities and/or venues where the Activities take place, and/or due to the **NEGLIGENCE OF THE RELEASEES**;
- d. **NEGLIGENCE includes but is not limited to failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the Risks and Dangers;** and
- e. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND DANGERS, as well as any other potential risks, dangers, and/or hazards which are not described above. I agree that I am solely responsible for, and I hereby release the Releasees from all claims in connection with, any and all losses, costs, damages, or expenses, including legal fees, that I may incur as a result of my participation in the Activities.**

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5. **ACKNOWLEDGE AND UNDERSTAND** that the Releasees do not sell or serve alcoholic beverages or products containing cannabis, and neither encourage nor support the purchase, consumption, or possession of such alcoholic beverages or products containing cannabis during the Activities. If I choose to consume alcoholic beverages or products containing cannabis during or in relation to the Activities, I do so at my own risk and discretion. The Releasees are not responsible for monitoring or regulating my consumption of alcoholic beverages or products containing cannabis, and the Releasees assume no liability or responsibility for any consequences, damages, injuries, legal issues, or emergencies that may arise from my consumption of alcoholic beverages or products containing cannabis, whether during or outside of the Activities.

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6. **ACKNOWLEDGE AND AGREE** to assume the risks associated with being a passenger in any form of transportation, including but not limited to motor vehicles (such as cars, vans, trucks, buses, motorcycles, boats, aircraft) as well as non-motorized vehicles (such as bicycles, scooters, or any other mode of transport), operated by the Releasees during the Activities. I acknowledge that my participation in such travel is subject to the same provisions set forth in Section 7 of this Agreement.

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7. **HEREBY EXPRESSLY RELEASE, DISCHARGE, AND WAIVE** any and all claims, actions, or otherwise which I have or may in the future have against the Releasees arising out of, resulting from, or relating to my participation in the Activities, due to any cause whatsoever, **INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF THE RELEASEES**, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory or other duty of care owing under legislation or otherwise.

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8. **WILL INDEMNIFY, SAVE AND HOLD HARMLESS** the Releasees if, despite this Agreement, I, or anyone on my behalf, make any claims against the Releasees, from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees and litigation expenses in connection with any suit, action, proceeding, and/or third-party claim, arising out of, resulting from, or in any way relating to my participation in the Activities.

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9. **FURTHER AGREE AND WARRANT TO INDEMNIFY, SAVE AND HOLD HARMLESS** the Releasees from any and all liability for any property damage/loss of, or personal injury (including death) to, any third-party arising out of, resulting from, or in any way relating to my participation in the Activities.

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10. **ACKNOWLEDGE AND UNDERSTAND** that future participation in certain specialized activities or events may require additional waivers, releases of liability, and indemnities to be executed.

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11. **ACKNOWLEDGE AND UNDERSTAND** that this Agreement shall operate as an estoppel in the event of any claim, action, complaint or proceeding which might be brought by me, or on my behalf, in the future with respect to the matters covered by this Agreement, and be pleaded in the event any such claim, action, complaint or proceeding is brought as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, or complaint or proceeding on a summary basis and no objection will be raised by me, or on my behalf.

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12. **HEREBY BY CONSENT** and grant permission to the Releasees to use the rights of my image, likeness, and sound of my voice as recorded in photographs, audio, and/or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published, or distributed and displayed *via* the internet or through print media for the purpose of promotional/marketing materials or educational activities. I waive the right to inspect or approve the finished product wherein my likeness appears.

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