

Fanshawe Nature School

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

(hereinafter the "Release Agreement")

By signing this Release Agreement, you (hereinafter the "Releasor(s)") the undersigned, waive and give up legal rights to sue or claim compensation from the Upper Thames River Conservation Authority (UTRCA) and their Directors, Officers, Employees, Volunteers, Instructors, Guides, Contractors, and Agents (collectively called the "Releasee(s)") from any and all claims following an accident.

Please read this document carefully and ensure you understand the terms outlined in this Release.

INITIAL _____

DEFINITIONS

In this Release Agreement, the term "Fanshawe Nature School" shall include all activities, accommodation or lack thereof, events, and services provided, arranged, organized (nature awareness routines and best practices), conducted, sponsored, or authorized by the Releasee(s) and includes but is not limited to: spending time outside within conservation area woodlots and open natural fields, minimal to lengthy hiking, snowshoeing, and other form of backcountry travel on or off trail, and possibly in close proximity to open lake or reservoir water; demonstrations, orientation, and instructional courses (using emergent, inquiry-based and/or pre-determined activities), with the use of equipment and hand tools used for such activities as knot tying, whittling, shelter building, building fires safely, programmed cookouts, imagination playgrounds, exploration, and other activities, events, and services in any way connected with or related to the Fanshawe Nature School activities.

ACKNOWLEDGEMENT & ASSUMPTION OF RISK - Natural Terrain, Weather, etc.

I acknowledge that I, the Releasor(s), am aware of the program details of the Fanshawe Nature School and that there exist elements of risk, dangers, and hazards in the terrain used for the activities which may result in personal risk to myself, my child, and/or my children, including but not limited to the risk of serious injury. I, the Releasor(s), willingly agree to assume responsibility and liability for those risks as a condition of registering myself, my child, and/or my children for the program. I acknowledge that there are many known and unknown risks and dangers associated with being outdoors and participating in outdoor programs, including but not limited to collision with natural or man-made objects; collision with equipment or structures; slips, trips, and falls; collision with other persons; failure within one's own ability to stay within designated areas; fatigue; stress; natural terrain; cliffs; trees, dead trees, tree wells, and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below snow surface; gravel road banks; fences and other man-made structures; persons being separated from one's party or guide; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEE(S). I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME, MY CHILD AND/OR MY CHILDREN FROM THE RISKS, DANGERS, AND HAZARDS OF THE "Fanshawe Nature School" ACTIVITIES. I acknowledge that there may be minor injuries such as bumps, bruises, cuts, insect bites or insect stings, concussions, broken bones, as well as the risk of serious injury or death. I acknowledge and understand these risks and grant permission to the employee of the Releasee(s) to call emergency assistance when required.

CONFIRMATION OF CONDUCT

I hereby represent that neither I nor my child or my children have any physical restriction(s) which would prohibit my/his/her/their/our participation in the activities of the Fanshawe Nature School. I hereby agree that I, my child and/or my children will follow the Fanshawe Nature School Guidelines and the COVID-19 Guidelines for Participants in Community Education & Partnerships Programs & Events of the Upper Thames River Conservation Authority, as set out by the employee organizers of the Fanshawe Nature School and outlined in the Fanshawe Nature School Guidelines, and that by not adhering to the rules and regulations, the participant may not only endanger himself/herself/themselves, but permission to participate may or will be revoked and he/she/they may or will be asked to leave the premises.

INITIAL _____

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In consideration of my participation and/or that of my child and/or my children in the programs (outlined in the definitions) of the Fanshawe Nature School, and the use of services, equipment, and facilities at Fanshawe Conservation Area, I, the Releasor(s), agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasee(s) and TO RELEASE THE RELEASEE(S) from any and all liability for any damage, expense or injury, including death, that I myself, my child and/or my children may suffer, resulting from or arising out of any aspect of my, my child's and/or my children's participation in the Fanshawe Nature School program activities or use of the premises or equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, in respect of the selection or maintenance of the equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the safety of any activities or use of the equipment.** I, the Releasor(s), save and hold the Upper Thames River Conservation Authority and their Directors, Officers, Employees, Volunteers, Instructors, Guides, Contractors and Agents, Representatives or Assigns harmless from any and all claims, and assume all risk for my, my child's and/or my children's health, safety, or any injury and/or disability arising out of or resulting from program activities, including travel to and from the Fanshawe Nature School location.
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE(S) from all liability for any property damage, loss or personal injury to any third party resulting from myself, my child's and/or my children's participation in the activities or use of the equipment or facilities or travel beyond the Conservation Area boundary;**
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, successors, assigns;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario and no other jurisdiction.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEE(S).

Name(s) of Participant(s) Children or Adults:

1) _____

2) _____

3) _____

4) _____

Printed Name of Legal Parent/Guardian: _____
(known as the "Releasor(s)")

Signature of Legal Parent/Guardian: _____
(known as the "Releasor(s)")

Date: _____ (month, day, year)

Printed Name of Witness: _____

Signature of Witness: _____

Date: _____ (month, day, year)