Gulf Islands Centre for Ecological Learning

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

Statement of Risks

The Gulf Islands Centre for Ecological Learning (GICEL) holds programs throughout the year. This program – " The Summer Earth Education Program (SEEP)" will be held on Salt Spring Island, Mayne Island, Saturna Island, and the Pender Islands July and August 20__ (the Program). Participants will explore the forest, freshwater, agriculture and marine ecosystems of these islands including the Gulf Islands National Park Reserve and Burgoyne Bay Provincial Park. These explorations are conducted entirely outside and at specific sites that provide for a valuable learning experience, but they are not without potential risks, dangers, hazards, and liabilities to all Participants. These include but are not limited to, personal injury, insect and marine organism stings and bites, death, property damage, food related illness, delay, or inconvenience, expense and other loss, and cancellation or curtailment of the Program itself. All persons taking part in the Program are required to accept these and all other risks as a condition of their participation. GICEL, its instructors, employees, volunteers, partners, servants, agents, successors, administrators, assigns and contractors (hereinafter referred to as GICEL) will not accept any liability for injury, loss, damage or expense suffered by any Participant as a result of participation in the Program. The information set forth in this agreement is intended to enable the Participant to better understand and accept the various risks involved. All Participants will be required to sign this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, which will release GICEL from any future claims which might arise as a result of participation in the Program.

☐ I confirm that I am the full age of majority (19 years old), and that I have read and understand this agreement.

Release of Liability, Waiver of Claims and Indemnity Agreement

TO: Gulf Islands Centre for Ecological Learning

I, _____ (Parent of Participant), am aware that the Program involves potential risks, dangers, hazards, and liabilities including, but not limited to those referred to in the Statement of Risks set forth above. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, insect and marine organism stings or bites, death, property damage, or loss, resulting there from.

In consideration of the Gulf Islands Centre for Ecological Learning allowing my participation in the Program, I hereby agree:

1. TO WAIVE the Gulf Islands Centre for Ecological Learning, and its members, officers, employees, volunteers, partners, students, agents and independent contractors (all of whom are hereinafter referred to as "the Releasees") of ANY LIABILITY resulting from any act which may cause injury, pain, or damages to myself, others, or to property. The term "act" includes any action or lack of action occasioned wholly or in part by any negligence or acts or omissions by the Releasees. The Participant further WAIVES the right to file ANY CLAIM against the Releasees which may or may not arise from enrolling, participating, completing or withdrawing from the Program;
2. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed: _____, 20__

_____ _____

SIGNATURE OF PARTICIPANT PRINT PARTICIPANT'S NAME
(or parent or legal guardian)

GULF ISLANDS CENTRE FOR ECOLOGICAL LEARNING

This agreement must be completed in full, signed, dated, and returned to the Gulf Islands Centre for Ecological Learning on or before the start of the Program.