





ADMINISTERED & MANAGED BY

## ADULT ASSUMPTION OF RISK AND PHOTO CONSENT WAIVER OF ALL CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY

## PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

The Trust means Columbia Basin Trust and its officers, directors, employees, contractors, agents and any other person acting on their behalf. Wildsight means Wildsight and its officers, directors, employees, contractors, agents and any other person acting on their behalf. The Trust has provided funding for this program.

In consideration of participating in the Know Your Watershed program, I agree to this release from liability, waiver of all claims and agreement not to sue. In addition, I am prepared to assume the dangers and risks of my child participating in activities in a field trip or stewardship project setting.

I also agree for myself, my heirs, my executors, administrators and assignees to forever discharge and release The Trust and Wildsight for any personal injury, death, property damage or loss sustained by me or my child as a result of my child's participation in the Know Your Watershed program due to any cause whatsoever, including, without limitation, negligence on the part of any person delivering any part of the program.

I am aware that in addition to the usual dangers and risks inherent in field trip activities, certain additional dangers and risks are possible, some of which include:

<u>TERRAIN</u> - viewing and hiking areas may have hidden obstacles and hazards including but not limited to fallen trees, lakes, creeks or other water bodies, rocks and boulders, uneven ground, falling branches or other objects, roots, holes and depressions, and varying and difficult conditions;

WEATHER - weather conditions may be extreme and can change rapidly without warning;

TRAFFIC - traffic risks and dangers may be caused by my own actions or the actions of others;

WILDLIFE - there is always the possibility of an encounter with domestic or wild animals, biting insects or hazardous plants.

I further acknowledge and agree that I will supply for my child such footgear, outerwear, nourishment, water, medications, medical and such other supplies as I may deem fit, taking into account varying weather conditions and terrain that may be encountered on such an activity. I also agree to follow all COVID-19 protocols set out by my child's school.

I accept all the dangers and risks and the possibility of personal injury, death, property damage or loss resulting while my child is participating in the Know Your Watershed program. I agree not to sue the Trust or Wildsight on account of any circumstance whatsoever arising from my child's participation in the Know Your Watershed program.

In signing this waiver, I agree to indemnify and hold harmless the Trust and Wildsight from and against all costs, claims and liabilities of any nature and kind whatsoever arising from the participation of such minor in any activity related to the Know Your Watershed program. In entering into this agreement I am not relying on any oral, written or visual representation or statements made by the Trust and Wildsight including those in its advertising or brochures, to induce me to participate in the Know Your Watershed program.

	<b>4</b> 1		1577
		_	
Trip Location		Date	

Name	Signature	Witness Signature

## PHOTOGRAPHY AND AUDIO/VIDEO CONSENT

You are participating in a program during which Wildsight will be producing photographs and/or video and/or audio recordings or will be supplied photos/video/audio by others.

The program is the **Know Your Watershed** Program. These photographs and/or video and/or audio recordings are for the Columbia Basin Trust (the Trust) and Wildsight to use in its activities, at its events and in its promotional material, in print and electronic format, including on the Internet via the Trust's or Wildsight's website or other social media websites **("Purpose").** For the Trust, the purpose is authorized under Section 4 of the Columbia Basin Trust Act.

Photographs and/or video and/or audio recordings produced or supplied may contain your recognizable image and are considered personal information. The Trust is a public body that has duties and obligations under the Freedom of Information and Protection of Privacy Act.

The purpose of this form is to notify you that your personal information is being collected and to obtain your permission should the Trust or Wildsight decide to use video and/or photographs and/or audio recordings that contain your recognizable image and/or voice along with your name in its promotional material, be it in print or electronic format, including on the Internet.

The information collected by the Trust and Wildsight in this form and your subsequent submissions regarding the Know Your Watershed Program are pursuant to the authority under Section 4 of the Columbia Basin Trust Act and under Section 26(c) of the Freedom of Information and Protection of Privacy Act. The security of your personal information is important to us and we will protect it in accordance with the law. The authority to collect and use this information flows from the Trust's mandate to promote the social, economic and environmental well-being of the Columbia Basin. The information is related directly to and will be used to enable your participation in this program and for the purposes of bringing people together around key issues, focusing on local priorities, providing useful credible and accessible information and gathering ongoing input from Basin residents.

If you have any questions about the collection and use of this information, please contact: Dwayne Lau, Senior Manager, Information Services, by email <a href="mailto:dlau@cbt.org">dlau@cbt.org</a> or phone at 1.800.505.8998 or Wildsight at <a href="mailto:info@wildsight.ca">info@wildsight.ca</a> or 250-427-9325.

## PARTICIPANT CONSENT

I UNDERSTAND that photographs and/or video and/or audio recordings of me may be circulated widely and that, if posted on Wildsight or the Trust's website and other websites, they will be available to the public both inside and outside of Canada. I further understand that Wildsight and the Trust have no control over, and are not responsible for, the use or misuse of materials on its website, including my photograph and/or video and/or audio recordings of me.

**FOR THE PURPOSE STATED ABOVE, I CONSENT** to be photographed and/or video and/or audio recorded by Wildsight, the Trust or its authorized representatives, and/or for my photograph to be supplied to Wildsight or the Trust.

**I ALLOW** Wildsight, the Trust or its representatives to use, reproduce, publish, transmit, distribute, broadcast and display any photograph and/or video and/or audio recording that contains my image and/or voice along with my name in or on a Wildsight or Trust publication, multimedia production, video, CD-ROM, DVD, display or advertisement, and/or on Wildsight or the Trust's website or social media websites, without any further notice or my approval of finished photographs and/or video and/or audio recordings.

Name	Signature	Date