

**COVID 19
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

PARENT/LEGAL GUARDIAN

NAME(S): _____

(the "Guardian")

ADDRESS: _____

PARTICIPANT/CHILD

NAME: _____

(the "Participant")

ASSUMPTION OF RISKS

I/ we, the undersigned, are aware that:

- (a) the Province of British Columbia has declared a State of Emergency as a result of the Covid 19 pandemic;
- (b) the Provincial Health Officer has provided guidelines for the prevention and control of Covid 19, and **HOODOO ADVENTURE COMPANY ("Hoodoo Adventures")** is offering outdoor experiential programs to children, with rules and procedures in place to follow the provincial guidelines, however Hoodoo Adventure Company cannot and does not guarantee that the Participant will not come into contact with the Covid 19 virus as a result of participating in Hoodoo Adventure Company Programs;
- (c) participating in the programs provided by **Hoodoo Adventure Company** involves inherent risks as a result of the interaction between participants, instructors, and other people, shared equipment, and excursions to public spaces, including the risk of exposure to the Covid 19 virus, and the risk of contracting and spreading the Covid 19 virus, and any related infections or complications;
- (d) if Hoodoo Adventure Company has reason to believe that the Participant has been exposed to the Covid 19 virus, or is showing any symptoms of the Covid 19 virus, Hoodoo Adventures will not allow the Participant to continue participating in the Hoodoo Adventures programs, and will not be able to provide a refund, if applicable, for any paid spots in Hoodoo Adventures programs.

I/we are the parent(s) or legal guardian of the Participant. I/we are aware that participating in programs provided by Hoodoo Adventures involves an inherent risk of contracting and/or spreading the Covid 19 virus. I am also aware that the risks, dangers and hazards referred to above exist throughout the entire duration of the Hoodoo Adventures programs, and that the Participant may remain asymptomatic for an extended period of time after participating the Hoodoo Adventures programs, even though the Participant may have come into contact with the Covid 19 virus, and the Participant may be contagious.

I/ we confirm that Hoodoo Adventures has made no representations, warranties or other assurances with respect to the safety of participating in Hoodoo Adventures programs and has warned me of the risks associated with the Participant participating in Hoodoo Adventures programs. I/we freely accept and fully assume all such risks, dangers and hazards and the possibility of infection, illness, associated medical complications, personal injury, death, mandatory quarantine or self-isolation measures to the Participant and the Participant's household or family members, as well as damage or loss, resulting therefrom.

I/we acknowledge and agree that this waiver will continue to apply even if the Provincial State of Emergency is lifted, and that Hoodoo Adventures reserves the right to refuse participation for anyone based on a suspected case of COVID-19 or suspected exposure to it, or if any Participant refused to follow safety protocols.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Participant being permitted to participate in Hoodoo Adventures programs, I/ we hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I/we have now or may in the future have against Hoodoo Adventures in connection with the Participants participation in Hoodoo Adventures programming, including Hoodoo Adventure’s directors, officers, employees, agents, and representatives (all of whom are hereinafter collectively referred to as the “**RELEASEES**”);
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I/ we or the Participant may suffer as a result of the Participant participating in Hoodoo Adventures programs due to Covid 19, or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C.337, ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury sustained or damages arising from the Participant participation in Hoodoo Adventures programs, including the loss of any registration fees, and to indemnify Hoodoo Adventures from and against any claims that the Participant may have, now or in the future, against Hoodoo Adventures as a result of the Participant participating in Hoodoo Adventures programs; and
4. This agreement shall be effective and binding upon my/our heirs, next of kin, executors, administrators, assigns and representatives in the event of my/our death or incapacity.

In entering into this Agreement, I/we 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/WE HAVE READ AND UNDERSTAND THIS AGREEMENT AND I/WE ARE AWARE THAT BY SIGNING THIS AGREEMENT I/WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH I/WE OR MY/OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

WITNESS (Print Name)

Signature of Parent/Guardian

Signature of Witness

Signature of Parent/Guardian

Signature of Witness

This agreement must be completed in full, signed, dated and witnessed before visiting the Property.