

## DISCLOSURE, RELEASE OF LIABILITY, WAIVER OF ALL CLAIMS AND ASSUMPTION OF RISK

***WARNING: By Signing This You Are Waiving All Your Legal Rights, Including the Right to Sue.***

### **PLEASE READ CAREFULLY**

To: The Northwest Wilderness Society of the Unitarian Church, and its directors, officers, volunteers, agents and employees (collectively referred to as "NWWS"): I wish to visit and stay at land owned by NWWS on Kootenay Lake, also known as Fry Creek Camp or Wilderness, and to use that land for camping and outdoor recreation. I understand that for NWWS to permit me to do so, I must read and sign this document.

#### **Disclosure of Risks**

I acknowledge that my use of Fry Creek Camp involves the following risks, amongst others:

1. Those inherent in camping on undeveloped land beside a wilderness lake.
2. Use of boats, and associated risks, including collisions and sinking.
3. Drowning, hypothermia, hyperthermia, falls, burns, cuts, and bruises.
4. Attacks by animals and insects.
5. Landslides, debris torrents, and floods.
6. Fires, forest fires and falling trees and limbs.
7. Use of camp tools.
8. Heavy wind and rain.
9. A remote location with limited first aid facilities.

In addition to the dangers and risks inherent in travel to and use of wilderness areas, wilderness camping, hiking, lake and river recreational activities, I am aware that these activities may have certain additional risks and dangers, which include:

1) **Boat Transport**: Boat operators are volunteers who assist other campers in getting to and from the camp. The wind can quickly change Kootenay Lake from a calm state to one of danger in minutes. Boat operators have the right to decide whether or not they will operate the boat in difficult weather. **You are responsible for your decision to use or to not use the boat.** Campers cannot assume that the boat operator is an expert in judging and predicting weather conditions. Natural hazards include deadheads, rocks and other obstacles, changing lake levels, and collisions. The carrying capacity of NWWS's boat is limited. **You are responsible for the proper stowage of the boat.**

2) **Equipment Maintenance**. NWWS owns a boat, several canoes, several outboard motors, and miscellaneous tools, pumps and equipment, including power tools. NWWS does its best to maintain this equipment, but its use involves risk of injury. **You are responsible for your safe use of all equipment.**

3) **Wilderness Camping**: Tent sites are not cleared, altered or maintained in any way by NWWS. Fry Creek Camp is in the delta of Fry Creek. Natural hazards include the falling of trees, landslides, waves, debris torrents, sharp objects, and rocks. There may be structures or debris left by previous campers. The water is not treated in any way. **You are responsible for assessing the safety and hazards of the site you choose, and behaving accordingly.**

4) **Camp Activities**: Recreational activities include hiking, swimming, campfires, building and using 'bridges' across the creek, sauna construction and use, building and using a tri-pod 'swing' into the lake, digging toilet pits, building 'candle boats' for Hiroshima Day, treasure hunts, cliff jumping and much more. **You are responsible for assessing the safety of these activities, and deciding whether or not you will participate in them.**

5) **Hiking**: The area around Fry Creek Camp offers much hiking, on unmaintained trails and off-trail. **It is your responsibility to judge whether you are competent, fit and prepared for hiking in the area.**

6) **Water Activities**: Kootenay Lake is cold, and hypothermia is always a possibility. Fry Creek, especially the north arm, is a swift flowing river. **You must assess the level of water risk you are prepared to accept.** There are enough life jackets for users of the boats. **It is your responsibility to be satisfied with the size, fit, type, condition, and approval rating of life jackets provided by NWWS, and to ensure that you use them properly at all times. Personal flotation devices must be used in all boats, canoes and other watercraft at all times!**

7) **Medical Treatment**: Fry Creek Camp is in a remote area, with very limited services. Medical treatment is not immediately available in the event of illness or accident. Weather, darkness, and other factors may affect any ability of emergency services to respond. **You are responsible for being prepared for all medical needs, and taking appropriate medical or emergency action when required.**

8) **Minors**: Persons under 19 years of age often stay at Fry Creek Camp. **You are responsible for the active supervision and safety of all minors in your care, at all times.**

10) **Information**: Please inform NWWS and all campers as soon as possible when you become aware of a safety issue or hazard.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

To: The Northwest Wilderness Society of the Unitarian Church

In consideration of my being permitted to use property owned by NWWS, including Fry Creek Camp, I for myself and my heirs, executors and assigns hereby:

- a) agree to comply with the rules and regulations of NWWS,
- b) accept all the risks of the activities listed above, including the named and all other hazards, and the possibility of personal injury, death, property damage or loss resulting therefrom,
- c) waive any and all claims I may now or in the future have against NWWS arising from any and all personal injury, death, property damage or loss sustained by me arising from or in connection with my occupation and use of property owned by NWWS, including Fry Creek Camp, howsoever caused,
- d) will pay any and all costs relating to and arising out of rescues, ambulance, special travel, medical attention, police services, fire fighting, or any other such expenses requested or required by me or minors in my care,
- e) release and forever discharge NWWS from and against all demands, claims, actions, damages, costs and expenses arising from or with respect to death, injury, damage or loss to my person or property of any kind whatsoever, no matter how caused, in connection with my use of property owned by NWWS, including Fry Creek Camp, even though the same may have been contributed to or caused by the negligence, breach of contract, or breach of a duty of care of NWWS, and agree to fully indemnify NWWS for the full costs thereof, including the costs of defence of any action and any resulting judgment, and
- f) agree to hold harmless and indemnify NWWS from any and all liability for any damage or injury to the property or person of any third party resulting from my occupation and use of property owned by NWWS, including Fry Creek Camp.

I acknowledge that NWWS, in obtaining this waiver, is doing so for itself, its members and all persons acting under its authority. In the event that I act in any capacity for NWWS, I appoint it as my agent for the purpose of obtaining an indemnity and release of liability from other members and persons using NWWS property, including Fry Creek Camp.

In entering into this agreement, I am not relying on any oral, written or visual representations or statements made by NWWS or its volunteers, including brochures.

I AM NINETEEN YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THIS DISCLOSURE, INDEMNITY AND RELEASE OF LIABILITY, AND ACCEPT ITS TERMS.

It is my responsibility to notify the NWWS in writing if I choose to cancel this agreement.

Signed and Witnessed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ B.C.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
**Signature** (age 19 or over)

\_\_\_\_\_  
**PRINT name**

\_\_\_\_\_  
**PRINT name**