

**Shuswap Lady Striders**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

**WARNING: By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.**

1. This is a binding legal agreement. As a Participant in the programs, activities and events of the Shuswap Lady Striders Club the undersigned acknowledges and agrees to the following terms:

**Disclaimer**

2. The Shuswap Lady Striders Club of Salmon Arm, BC and it's respective executive, officers, committee members, members, participants, volunteers and representatives (collectively the "Club") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Club.

**Description of Risks**

3. I am participating voluntarily in these activities, events and programs of the Club. In consideration of my participation in the programs, activities and events of the Club, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to any such programs, activities and events of the Club. The risks, dangers and hazards include, but are not limited to, injuries from:
- a) Club events, field outings, nature walks and hikes, jogging, cycling, snowshoeing and skiing activities;
  - b) Animal attacks, including but not limited to dogs, bears, cougars and snakes;
  - c) Bee or wasp stings, bites from insects, including ticks with the possibility of contracting Lyme Disease;
  - d) Extreme weather conditions which may result in heatstroke, sunstroke, hypothermia, frostbite, or lightning strikes;
  - e) Vigorous physical exertion which may lead to muscle or joint strains /sprains or falls causing broken bones; or stroke; or cardiac arrest;
  - f) Falling to the ground due to uneven, slippery, steep, rocky or irregular terrain or surfaces;
  - g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment such as bicycles, snowshoes, cross-country skis and downhill skis
  - h) Spinal cord injuries which may render me permanently paralyzed; and
  - i) Travel to and from activities, events and programs.
4. Furthermore, I am aware:
- a) That injuries sustained can be severe;
  - b) That I may experience anxiety while challenging myself during the activities, events and programs;
  - c) That my risk of injury is reduced if I follow all rules established for participation; and
  - d) That my risk of injury increases as I become fatigued;
  - e) That the activity leaders and members of the Club are not professional guides and act only to provide logistical arrangements for initiating and organizing club activities; and
  - f) That my photograph may appear on the Shuswap Lady Striders website ([www.shuswapladystriders.ca](http://www.shuswapladystriders.ca)) without my prior consent.

**Release of Liability**

5. In consideration of the Club allowing me to participate, I agree:
- a) To the best of my knowledge, I do not have any medical condition, including heart problems, which would make it unwise for me to participate in activities and that my equipment is adequate to allow me to safely participate in sporting activities;
  - b) To consent to and authorize emergency medical treatment in the case of injury with the understanding that any medical costs will be my responsibility;
  - c) To assume all risks, known and unknown, arising out of, associated with or related to my participation;
  - d) To waive any and all claims that I may have now or in the future against the Club;
  - e) To freely accept and fully assume all such risks and possibility of personal injury, permanent disability, death, property damage, expense and related loss, including loss of income, resulting from my participation in such activities, events and programs; and
  - f) To forever release the Club from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Club, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Club.

**Acknowledgement**

6. I acknowledge that I have read this agreement and understand it; that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

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Name of Participant (Please Print)

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Signature of Participant

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Date