



**ADULT  
INFORMED CONSENT AND ACKNOWLEDGEMENT OF RISK**

**PARTICIPANT NAME:** \_\_\_\_\_

**GROUP NAME:** \_\_\_\_\_ **DATE(S) BOOKED:** \_\_\_\_\_

**NATURE AND SCOPE OF RISKS**

I ACKNOWLEDGE Cheakamus Centre is an outdoor environmental education facility and rental venue and by its very nature, carries with it a certain level of inherent risks. The activities and programs offered at Cheakamus Centre are either educational, recreational or self-directed in nature and involve certain elements of risk that include, but are not limited to: caving; low ropes challenge course; archery; canoeing; hiking; swimming; aquatic and farm- based field studies; sports and games; leadership activities and team building challenges, food and accommodation services; and indigenous cultural activities such as cooking over open fires, including the use of hot rocks, and working with traditional tools..

I ACKNOWLEDGE risks associated with these activities include but are not limited to: exposure to inclement weather; slipping, falling from a height; insect bites or stings; wildlife and domestic animal encounters; cold water immersion; injury from tool use; hidden and exposed obstacles and hazards such as fallen trees, still and moving water; rocks and boulders, uneven ground, falling branches or other objects, roots, holes and depressions; and social- emotional or economic losses due to actions of others, loss or damage of personal property, injury, illness, or death.

I AM AWARE that Cheakamus Centre will take all necessary safety precautions and will attempt to minimize any risks associated with its activities, facilities, programs and services. I acknowledge that accidents can be the result of the nature of the activity and can occur without any fault on the part of the participants, the Board of Education of School District No. 44 (North Vancouver) or its employees, volunteers, or contracted agents.

I UNDERSTAND AND AGREE that participation in Cheakamus Centre activities requires the Participant to:

- Share the responsibility for the safety of their self and others during all activities.
- Follow all instructions and directions of Cheakamus Centre staff. Failure to do so may result in removal from the activity or environment.
- Acknowledge the above risks and accept responsibility for all damages and loss resulting from their participation.
- Contact Cheakamus Centre in advance if they have questions about the risks described above or pertaining to any other aspect of Cheakamus Centre's activities, facilities, programs and services.
- Acknowledge this Agreement will be governed and interpreted in accordance with the laws of British Columbia.

**MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE CONTENTS OF THIS INFORMED CONSENT AGREEMENT IN ITS ENTIRETY.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ADULT**

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

**PLEASE READ CAREFULLY!**

Listel Canada Ltd. (“**Listel**”) manages the activities and operations of an Environmental Learning Centre, accommodations and lodging and food service facilities (collectively, the “**Facilities**”) located at 2170 Paradise Valley Road, Brackendale, B.C. (the “**Premises**”). The Premises are owned by the Board of Education of School District No. 44 (North Vancouver), doing business as Cheakamus Centre (“**Cheakamus**”). During your visit to the Premises, the activities you may participate in include, but are not limited to, hiking, archery, canoeing, swimming and other outdoor physical activities (the “**Activities**”). All of the Activities you may participate in have inherent risks, some of which have been itemized in the Informed Consent and Acknowledgement of Risk Form.

In consideration of Listel and Cheakamus permitting me to participate in the Activities and use the Facilities, I, the undersigned, hereby consent, acknowledge and agree as follows:

1. I am aware of, and assume, the risks of an accident occurring while I am participating in activities at Cheakamus, including without limitation, inherent risks, dangers and hazards associated with participation in the Activities and using the Facilities and negligence on the part of Listel, Cheakamus and any of Listel’s or Cheakamus’ officers, directors, officials, employees, agents, contractors, representatives, organizers, assistants, volunteers, other participants, successors and assigns, and if applicable, lessors of the Premises (collectively, the “**Releasees**”). I knowingly and freely accept the possibility of personal injury, death, property damage or loss resulting from the risks, dangers and hazardous associated with the Activities. I agree to comply with any instructions or directions provided by any Releasee in respect of the Activities.
2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby fully and forever release the Releasees from any and all liability for injury, disability, death, loss or damage to myself or to any other person resulting from or related to my participation in the Activities or use of the Facility due to any cause whatsoever including, but not limited to, negligence, breach of contract, breach of statutory duty or any duty of care including under the *Occupiers Liability Act*, R.S.B.C. 1996, c.337, or similar legislation, and any mistakes or errors in judgment of any kind of the Releasees, and I hereby waive all claims of any kind that I have or may in the future have against the Releasees.
3. I will indemnify and save harmless the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities whatsoever brought against the Releasees or incurred by the Releasees for any reason as a result of my participation in the Activities or use of the Facilities.
4. These conditions and any rights, duties and obligations as between the undersigned and Listel and Cheakamus shall be governed and interpreted solely within the laws of the Province of British Columbia and will be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
5. In signing this Waiver, Release of Liability and Assumption of Risk Agreement, I am relying on my own judgment. I am not relying on any oral or written representation or statements of any kind made by Listel, Cheakamus or any other Releasee, including without limitation any statements made by Listel, Cheakamus or any other Releasee to induce me to participate in the Activities.

**MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, THAT I FULLY UNDERSTAND ITS TERMS, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, THAT IT IS BINDING UPON ME, MY HEIRS, EXECUTORS AND ADMINISTRATORS AND THAT I AM SIGNING IT VOLUNTARILY WITHOUT ANY INDUCEMENT.**

SIGNED AND DELIVERED ON \_\_\_\_\_, 2018

\_\_\_\_\_  
Signature of Participant

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name