

Brooklyn Creek Watershed Society Liability Waiver

If not signed below, acknowledgement of reading and agreement with this Liability Waiver is fully understood by submitting the form and checking the "I have read and understand the BCWS Liability Waiver" on the Volunteer signup webpage at <https://brooklyncreek.ca/volunteer/> .

In return for being allowed to participate in Brooklyn Creek Watershed Society volunteer activities and all related activities, including any activities incidental to such participation ("Volunteer Activities"), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using "I", "me", or "my") releases and **agrees not to sue** the Brooklyn Creek Watershed Society or its officers, directors, employees, sub-contractors, sponsors, agents, webmasters, other volunteers, and affiliates from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

I understand and agree that the Brooklyn Creek Watershed Society is not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in Volunteer Activities involves **certain risks**, including, but not limited to, serious injury and death. I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation. Some example risks are drowning, physical injury associated with exertion and rough terrain, limited access to emergency services, inclement weather, and dangerous animals (bees, ticks, snakes, etc.).

I also agree to indemnify and hold harmless the Brooklyn Creek Watershed Society for all claims arising out of my participation in the Volunteer Activities.

I understand that a **photographer** may be present and that I may be photographed or video taped while participating in the Volunteer Project. I agree that I will contact the photographer if I do not wish to be photographed. I hereby grant Brooklyn Creek Watershed Society the irrevocable and unrestricted right to use and publish photographs or video of me, or in which I may be included.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the province in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that the Brooklyn Creek Watershed Society has not necessarily arranged and may not carry any insurance of any kind for my benefit or that of Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors, and assigns.

I represent that, to my knowledge, I am **in good health** and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

I also understand that this document is a contract that grants certain rights to and **eliminates the liability** of the Brooklyn Creek Watershed Society.

Name _____ Signed _____
_____ Date _____