



# Friends of the South Slopes

Mailing Address: Box 28011 RPO East Kelowna, Kelowna, BC V1W 4A6

## Volunteer Waiver - Release of Liability

In consideration of the Friends of the South Slopes Society (FOSS) accepting my services as a volunteer I the undersigned acknowledge, appreciate and agree that:

1. The risk of injury from this activity is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms, conditions and safe practices for this and all future activities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and the site and bring such to the attention of the directors of the Friends of the South Slopes Society immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** the Friends of the South Slopes Society, their officers, agents, and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for activities (“Releasees”), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I understand and accept that these warranties and indemnities shall survive any termination of this agreement and exist in perpetuity.

Furthermore I WARRANT that I am at least 18 years of age, physically fit to participate in these FOSS activities and that my equipment is mechanically fit and suitable for its intended use in such activities and that I shall use appropriate safety equipment while undertaking projects that have been approved by the directors of the Friends of the South Slopes Society.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness’s Signature

\_\_\_\_\_  
Signatory’s Printed Name

\_\_\_\_\_  
Witness’s Printed Name

\_\_\_\_\_  
Signatory’s Address

Date Signed: \_\_\_\_\_

File: Waiver (2014)

*Working with partners to create a legacy of sustainable and accessible trails on the South Slopes*