

KAMLOOPS PHOTO ARTS CLUB
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR THOSE 19 YEARS OF AGE AND OLDER)

1. This is a binding legal agreement. As a Participant in activities of the Kamloops Photo Arts Club whether indoors or not and especially relevant as to all outdoor field trips, including weekend trips, **tours of any kind** and community service photo shoots, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The Kamloops Photo Arts Club and respective directors, officers, instructors, members, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, equipment damage, property damage, expense, loss of income or loss of any kind suffered by a member during, or as a result of any program, field outing, photo shoot, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description of Risks

3. I am participating voluntarily in these activities, events and programs of the Organization. In consideration of my participation 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 Organization. The risks, dangers and hazards include, but are not limited to, injuries, loss or damage from:

- a) Having someone object to my photographing them or their property including assault, the threat of assault or other injury.
- b) Walking or backing into something or falling off of something owing to inattention or preoccupation with photography.
- c) Dropping my camera, accessory items or lenses.
- d) Injuring my person or having my possessions fall to the ground due to uneven, slippery, steep, rocky or irregular terrain.
- e) Attack from animals or injury related to extreme weather or from other natural events including lightning.
- f) Being in an accident while driving to or from a field outing, or from touring around while preoccupied with photography.
- g) Being distracted or preoccupied with photography such that I am not aware of hazards to my person, other persons.
- h) Becoming lost.
- i) Misuse or theft of my camera, lens or other personal belongings.
- j) While doing photography, in urban areas particularly, being exposed to the risk of sexual, verbal or other physical assault.
- k) Heart attack or other medical emergency (including Hypothermia) brought on strenuous physical activity or the elements.

4. Furthermore, I am aware:

- a) That injuries sustained or damage to my person or my camera equipment can be severe and even include grave injury or death;
- b) That I may through my photography expose myself to the risks associated with privacy intrusion or property trespass.
- c) That protection and care of my equipment or property of any kind is my responsibility.
- d) That my risk of injury is reduced if I follow any rules established, or any announced, for my or the group's participation.

Release of Liability

5. In consideration of the Organization allowing me to participate, I agree:

- a) To assume all risks arising out of, associated with or related to my participation;
- b) To waive any and all claims that I may have now or in the future against the Organization;
- c) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in such activities, events and programs; and
- d) To forever release the Organization 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 Organization, 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 Organization.

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.

Name of Participant (Please Print)

Signature of Participant

Date

Emergency Contact (Please Print)

Phone Number