

## WAIVER OF LIABILITY COVERING THE YEAR 2008

Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

TO: The Cornwall Outdoor Club de Plein Air, including its members, officers and Activity Leaders/Co-ordinators, hereinafter referred to as the Cornwall Outdoor Club de Plein Air.

**I, THE UNDERSIGNED, HEREBY DECLARE THE FOLLOWING:**

I am aware that participating in the activities offered by or associated with the Cornwall Outdoor Club de Plein Air exposes me to many inherent risks, dangers and hazards. By engaging in any activities offered by or associated with the Cornwall Outdoor Club de Plein Air, I freely accept and fully assume all inherent risks, dangers and hazards, including the risk of personal injury, death, property damage, or loss resulting therefrom.

All photos that are submitted to the club for publicity purposes (ie. to be published on the club's website) become the sole property of the Cornwall Outdoor Club de Plein Air to use as they fit. The club will honour any individuals requested to have an individual photo of themselves or their children excluded from the above, however the club does ask that if individuals do not want pictures of themselves displayed on the club's website – that they refrain from having their picture taken, by informing the photographer at the time.

**I, THE UNDERSIGNED, DECLARE THAT:**

In consideration of the Cornwall Outdoor Club de Plein Air permitting me to participate in its activities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have now or in the future against the Cornwall Outdoor Club de Plein Air;
2. **TO RELEASE** the Cornwall Outdoor Club de Plein Air from any and all liability for any loss, damage, injury or expense that I may suffer or that my legal representatives may suffer due to any cause whatsoever including negligence, breach of contract, breach of duty of care on the part of the Cornwall Outdoor Club de Plein Air, notwithstanding any statutory provisions to the contrary;
3. **TO HOLD HARMLESS AND INDEMNIFY** the Cornwall Outdoor Club de Plein Air from any and all liability for any property damage, loss, personal injury or death to any third party, resulting from my activities and my participation in the activities and use of equipment offered by or associated with the Cornwall Outdoor Club de Plein Air; and
4. I further agree not to make any claim or take any proceeding against any other person or corporation who might claim contribution or indemnity from the Cornwall Outdoor Club de Plein Air by virtue of the said claim or proceeding.

**IN ADDITION TO THE FOREGOING, I, THE UNDERSIGNED, DECLARE THAT:**

1. **I HAVE READ AND UNDERSTOOD THIS WAIVER** prior to signing it.
2. I am aware that by signing this Waiver I am waiving certain legal rights that I or my heirs, legal representatives, executors, administrators and assigns may have against the Cornwall Outdoor Club de Plein Air.
3. I understand that this Waiver shall be effective and binding upon my heirs, legal representatives, executors, administrators and assigns, in the event of my incapacity or death.

**Please write on the dotted line:** *“I have read and understood this Waiver prior to signing it”.*

\* .....

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Print Name of Witness: \_\_\_\_\_

*If participant is less than 19 years old, the parent or guardian must also sign below:*

Guardian: \_\_\_\_\_ Print Name of Guardian: \_\_\_\_\_

Witness: \_\_\_\_\_ Print Name of Witness: \_\_\_\_\_

Accepted: \_\_\_\_\_ per Cornwall Outdoor Club de Plein Air.