

if I should decide to depart from the Trip. I agree that if I decide to not continue with the Trip that I will become responsible for my own transportation.

I am fully aware of the legal consequences of signing this Waiver, Release and Assumption of Liability, and I understand and agree that this Waiver, Release and Assumption of Liability is legally binding and will preclude me, among other legal rights, from recovering monetary damages from the Releasees, whether specifically named or not, for the following, but not necessarily limited to, lost or stolen property, the possibility of being left without transportation during the Trip, bodily harm, injury or death however caused during the Trip, including the negligence of the Released Parties, whether passive or active, and I further acknowledge that I am not only giving up my right to sue the Released Parties but also any rights that my family, heirs, assigns, or beneficiaries may, could, or would have had as it relates to injury, death or property damage howsoever caused.

I specifically acknowledge that this Waiver, Release and Assumption of Liability was explained to me in full and that I read its contents in full. I completely understand the contents of the Waiver, Release and Assumption of Liability. I also acknowledge having been provided with the opportunity to seek independent legal advice and have either (a) sought such legal advice; or (b) waived the opportunity to obtain such advice.

There are no circumstances which exist that could be seen as requiring me to rush to sign this Waiver, Release and Assumption of Liability and the Releasees provided me with as much time as needed to understand its contents. I have signed it having been fully informed, without duress or undue influence and with my complete and full awareness of the legal effect it may have.

FILL IN THE BLANK WITH THE SOCIETY NAME

Print Participants Name

Participants Signature

Date

Participant's Address:

WAIVER OF LIABILITY

VOLUNTARY RELEASE AND ASSUMPTION OF RISK

TO: The COLLINS BAY & DISTRICT (CBDHS) HORTICULTURAL SOCIETY, including its, board of directors, officers, employees, agents, assigns, heirs, beneficiaries, or any person who may be deemed to be an "occupier" for the purposes of the *Occupiers Liability Act*

Please read carefully and fill in all blanks before signing.

I, hereby affirm that I thoroughly understand the hazards related to the bus tour (the "Trip"), which hazards include, but are not necessarily limited to

- 1. Lost or stolen property
2. The possibility of being left without transportation during the Trip;
3. Bodily harm, injury or death however caused during the Trip;

I understand that by signing this document that I certify that I am fully aware of and expressly assume these and all other risks involved with the Activities.

I understand and agree that the COLLINS BAY & DIST. HORT. SOC'Y (CBDHS) including the board of directors, officers, employees, agents, assigns, heirs, beneficiaries, or any person who may be deemed to be an "occupier" for the purposes of the *Occupiers Liability Act* or any other similar statute (hereinafter "Released Parties" or "Releasees") SHALL NOT UNDER ANY CIRCUMSTANCES BE HELD LIABLE OR RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY OCCURRENCE WHICH RESULTS IN PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY LOSS, COSTS, FEES OR EXPENSE ASSOCIATED WITH BEING LEFT WITHOUT TRANSPORTATION, WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE.

I further state that:

- 1. I, the undersigned, am of lawful age and legally competent to sign this Waiver, Release and Assumption of Liability.

ACKNOWLEDGEMENT

I acknowledge that I have read the foregoing paragraphs and fully understand the risks associated with the Trip. I acknowledge that no insurance or other coverage is in place to cover any of the risks mentioned herein.

I understand that the rules for the bus trip are listed on the following page and that they must be followed at all times. My failure to adhere to the rules could result in my ejection from the Trip, at which point I will become responsible for my own transportation. I agree to hold the CBDHS harmless from any damages I may suffer as a result.

I understand that the bus has a scheduled departure time and that if I fail to arrive for the scheduled departure time the bus will leave without me. I agree to hold the CBDHS harmless from any damages I may suffer as a result of my failure to arrive at the bus before the departure time.

I agree to make the CBDHS, or the person it may assign, aware