

ASSUMPTION OF RISK WAIVER AND RELEASE

PLEASE READ CAREFULLY

**THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT THE PARENTS/
GUARDIANS AND YOUNG PERSON (THE "PARTICIPANT") ARE GIVING UP CERTAIN
LEGAL RIGHTS AND ASSUMING CERTAIN OBLIGATIONS. DESPITE PRECAUTIONS
TAKEN, ACCIDENTS OCCUR AND THIS AGREEMENT MUST BE SIGNED IN
ANTICIPATION OF THAT POSSIBILITY.**

The program and itinerary of the Middle School SHINE Retreat 2019 will include two nights at Stillwood Camp. The likelihood of serious bodily injury, illness, disease, death and property loss during the trip is not determinable. While HAC believe that trip will be undertaken in a manner that is generally reasonably safe, we also recognize that there is a risk of harm, accidents, injury, illness, disease and property loss. Participants should not participate unless they fully accept these risks associated with this.

HAC has made reasonable efforts to ensure the safety of participants and reduce the risks involved in the Middle School SHINE Retreat 2019, but does not accept responsibility for any risks, whether anticipated or not. It is understood that the students will be staying at and attending conference activities at Stillwood Camp 44005 Watt Rd, Lindell Beach, BC V2R 4X9.

In consideration of HAC sponsoring or being involved with Middle School Shine Retreat 2019 in which HAC is permitting the Participant to be involved during the period of April 5-7 the undersigned parents/guardians, if applicable, and Participant hereby:

- (a) acknowledge that involvement in and access to some or all of the Middle School SHINE Retreat 2019 activities & functions may involve private and/or public transportation;
- (b) understand that these activities/functions and transportation from HAC to Kelowna may involve risks of harm to the Participant;
- (c) understand that unintended harm, accidents, injury, illness, disease and property loss may result as a consequence of participation in such activities/functions and transportation to and from them;
- (d) accept full risk and responsibility for the illness of, death of or injury to the Participant or damage to the property of the Participant arising from activities/functions or transportation of the Participant to and from such activities/functions;
- (e) waive any rights whatsoever that the undersigned and Participant may have now or in the future against HAC (and the Christian & Missionary Alliance Pacific District) and, as applicable, their staff, volunteers, directors, officers, leaders, agents, volunteers and employees as a result of harm, accidents, injury, illness, disease and property loss to the Participant or damage to the property of the Participant arising from the participation in the Middle School SHINE Retreat 2019 activities & functions or transportation to and from them;
- (f) release, forever discharge and covenant not to sue HAC (and the Christian & Missionary Alliance Pacific District), their staff, volunteers, members, directors, officers, leaders, agents, volunteers and employees in relation to all liability, actions, causes of action, suits, claims and demands whatsoever that may arise from any activities/functions or transportation to and from them, however caused or arising;

(g) agree and understand that this document will be binding on the heirs, executors, administrators and assigns of the undersigned parents/guardians and the Participant;

(h) indemnify and hold harmless HAC (and the Christian & Missionary Alliance Pacific District), their staff, volunteers, members, directors, officers, leaders, agents, volunteers and employees from any liability actions, suits, claims, demands whatsoever, arising from any claims, damages, expenses or negligent, wrongful or illegal act or omission of the Participant in respect of any activities/functions or transportation sponsored, arranged or coordinated by HAC or its agents; and

(i) agree that if any provision hereof is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy then such provision will be served from and will not affect any other provision contained herein, and this instrument will be read as if such invalid, illegal or unenforceable provision had never been contained herein and all other provisions hereof will, nevertheless, remain in full force and effect and no provision will be deemed to be dependent upon any other provision.

The undersigned acknowledge that they have read, understand that legal rights are being affected and agree to the foregoing.

Date: _____

Participant Name

Participant Signature

Date of Birth

Address

Phone

Parent/Guardian Signature (if Participant under 19 years of age)