

# Camp Nutimik – Adult Waiver Form *PLEASE READ CAREFULLY*

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (referred to below as the “Release Agreement”)

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

Participant Initials

**INITIAL HERE**

**TO: Lake Nutimik Baptist Camp INC.** and its directors, officers, members, employees, contractors and volunteers (collectively referred to as Camp Nutimik).

### DEFINITION

In this Release Agreement the term “the Activities” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by Camp Nutimik and shall include, but is not limited to: white water and flat water canoeing and kayaking; low ropes courses; rock climbing; hiking; nature study; snow shoeing; cross country skiing; caving; swimming; motor boating; sailing; backcountry camping; winter camping; use of camp stoves and campfires; rental of canoes, kayaks, sailboats, motor boats and other equipment; instructional courses; transportation; food & beverage; water supply; rescue and first aid services; and accommodation.

### ASSUMPTION OF RISKS

I am aware that participation in the Activities involves many risks and hazards including, but not limited to: accidents which occur during transportation or travel to and from activity locations; slips and falls; overturning of boats; all water hazards; cold water immersion; creek or river crossings; rock fall; hypothermia; inclement weather conditions including storms, high wind, high waves, and lightning; equipment failure; encounters with domestic and wild animals; collision with other persons, animals, equipment, vehicles or objects; becoming lost; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF CAMP NUTIMIK, INCLUDING THE FAILURE BY CAMP NUTIMIK TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF THE ACTIVITIES.** Communication with emergency services may be difficult and in the event of an accident or illness rescue, medical treatment, dental treatment and evacuation may not be available or may be delayed.

**I AM AWARE OF THE RISKS AND HAZARDS ASSOCIATED WITH THE ABOVE ACTIVITIES AND I ACCEPT AND ASSUME ALL SUCH RISKS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY RESULTING LOSS.**

Participant Initials

**INITIAL HERE**

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Camp Nutimik agreeing to my participation in the Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Camp Nutimik AND TO RELEASE Camp Nutimik from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, ON THE PART OF CAMP NUTIMIK, AND FURTHER INCLUDING THE FAILURE ON THE PART OF CAMP NUTIMIK TO SAFEGUARD OR PROTECT ME FROM THE RISKS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

2. TO HOLD HARMLESS AND INDEMNIFY Camp Nutimik for any and all liability for any property damage, loss or personal injury, including death, to any third party resulting from my participation in the Activities;
3. That this Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, successors and assigns in the event of my death or incapacity;
4. That this Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Manitoba and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Manitoba and shall be within the exclusive jurisdiction of the Courts of the Province of Manitoba.
6. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by Camp Nutimik with respect to any matter including, but not limited to, the safety of the Activities, other than what is set forth in this Agreement.
7. I understand that Camp Nutimik frequently uses photos and videos for all of its camps/ trips and events for staff keepsakes, to promote the program, and to share with CAMP NUTIMIK'S supporters and donors, and I hereby grant permission to CAMP NUTIMIK, on behalf of myself to use any such photos and videos that contain images of myself.
8. I hereby acknowledge that I have fully read, understood, and accepted each of the provisions in this entire document, and that I have voluntarily initialed and signed this document.

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date