

INFORMED CONSENT AND PARTICIPATION, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS - PLEASE READ CAREFULLY!

Project: _____ Location: _____ Team Leader: _____ Date: _____

The PEPAKEN HÁUTW Foods Systems Education Foundation ("PH") runs habitat restoration, environmental stewardship and conservation activities and events across Vancouver Island. You are voluntarily agreeing to participate in the activities associated with the Project.

AS A CONDITION OF PARTICIPATION WITH HAT IN THE PROJECT, EACH PARTICIPANT MUST:

- follow all direction from PH employees, representatives or volunteers;
- work only in designated areas at designated times;
- accept personal responsibility for any mishaps occurring at the Location;
- wear appropriate protective clothing for the nature of the activity (e.g. protective eyewear, boots, gloves, long pants and shirts);
- educate themselves in the local flora and fauna of the area and the associated risks;
- take appropriate precautions to reduce risks, dangers and hazards; and
- read and sign this Informed Consent and Participation, Release Of Liability, Waiver Of Claims, and Assumption of Risks Of Participation (see reverse) and Indemnity Agreement.

IF YOU AGREE TO THE PHOTO RELEASE, you are authorizing PH to use any photos taken during the project in which you appear. Photographs may be used for PH's publications, website and social media, media releases, or by PH's funders, partners and supporters for their own promotional purposes.
IF YOU AGREE TO SIGN UP FOR THE EMAIL LIST, you are authorizing PH to send email communications to the email address provided about future events.

There are risks, dangers and hazards inherent with your participation in the activities of the Project, which include the possibility of personal injury, death, property damage or loss. You acknowledge you are aware of the risks, dangers and hazards associated with participation in the Project, including but not limited to those outlined on the attached RISKS OF PARTICIPATION document, and you agree as follows:

TO VOLUNTARILY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS INHERENT IN YOUR PARTICIPATION IN THE PROJECT, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM YOUR PARTICIPATION IN THE PROJECT.

In consideration of PH agreeing to your participation in the Project, the receipt and sufficiency of which is hereby acknowledged, you agree as follows:

TO WAIVE ANY AND ALL CLAIMS you have or may have in the future against PH and its directors, officers, employees, agents and representatives.

TO RELEASE PH and its directors, officers, employees, agents and representatives FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE that you may suffer or that your next of kin may suffer as a result of your participation in the Project, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE, and/or BREACH OF THE OCCUPIER'S LIABILITY ACT, R.S.B.C. 1996 C. 337, on the part of PH, and its directors, officers, employees, agents and representatives.

TO HOLD HARMLESS AND INDEMNIFY PH and its directors, officers, employees, agents and representatives FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO ANY THIRD PARTY, resulting from your participation in the Project.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ BOTH SIDES AND UNDERSTOOD THIS AGREEMENT, AND ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.

Name: _____ Signature: _____

Phone: _____ Email: _____ Agree to Photo Release: YES NO Sign up for Email List: YES NO

RISKS OF PARTICIPATION

PEPAKEN HÁUTW Foods Systems Education Foundation (“PH”) takes all reasonable precautions to reduce or eliminate risks through compliance with current operating standards and practices to minimize the risks involved with participation in the activities and events PH offers. However, there are some risks inherent in habitat restoration, environmental stewardship, conservation and other activities of the PROJECT at the LOCATION. These risks include, but are not limited to, the following:

- Exposure to COVID-19 virus or other contagious illnesses and diseases (e.g. rabies, tetanus, Lyme disease)
- Working in remote locations with steep or uneven terrain
- Working around unstable concrete structures that pose a tripping hazard
- Exposure to the elements from being outdoors
- Adverse weather conditions that may change rapidly and unpredictably
- Vegetation that is poisonous, has defense mechanisms such as has thorns, prickles or sharp leaves, or otherwise causes an adverse reaction such as rashes or allergies (e.g. Blackberry, Daphne Laurel, English Holly, poison ivy)
- Insects that bite, sting, or cause adverse reactions (e.g. ground wasps, ticks, ants)
- Encounters with wildlife (e.g. cougars, bears, bats)
- Working with sharp tools (e.g. hoes, shovels, drills)
- Sustaining injury falling from heights if working with ladders
- Encounters with persons not associated with PH (e.g. hikers, automobile drivers, intoxicated persons, and/or transient persons residing temporarily at the Location)
- Working in public areas where dogs frequent
- Exposure to drug paraphernalia (e.g. used hypodermic needles), human feces, garbage or other materials related to encampments at the Location
- Exposure to low to moderate levels of contaminated soils with heavy metals present (e.g. Lead, Arsenic, Zinc)
- Working near the Inlet and large body of water

BY SIGNING THE INFORMED CONSENT AND PARTICIPATION RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS OF INDEMNITY AGREEMENT, YOU CERTIFY THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.