



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY**

In return for participating in Peninsula Streams Society volunteer activities and all related activities, including any activities incidental to such participation ("Volunteer Activities"), the undersigned volunteer or parent/legal guardian of volunteer if volunteer is under age 19 (hereafter referred to using "I", "me", or "my") releases and agrees not to sue the Peninsula Streams Society or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates (the "Releasees") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

ASSUMPTION OF RISK

I am aware that my volunteer work for the Peninsula Streams Society involves risks caused or contributed to by natural and man-made terrain, wildlife, plants, climatic conditions, my own physical condition, actions of the Releasees and other third parties, vehicular traffic, tools, and equipment. I am also aware that such risks may foreseeably result in personal injury, illness, loss of life or property damage, but I freely assume the legal and physical consequences of these risks.

RELEASE AND WAIVER

In consideration of volunteering for the Peninsula Streams Society, I promise not to sue and hereby waive, release, and discharge the Releasees from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature whatsoever and howsoever arising either directly or indirectly as a result of my volunteer work. This Release and Waiver applies to all claims, foreseen and unforeseen, including the negligence of the Releasee, negligence being in law the failure of a person, including the Releasees, to take adequate care to prevent harm to others whom a duty of care is owed, and breach of statutory or other duty of care and is binding on my heirs, executors, administrators, or any others who may claim on my behalf.

INDEMNITY AGREEMENT

In consideration of volunteering for the Peninsula Streams Society, I agree to indemnify and save harmless the Releasees from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defence expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of any act or omission by me that is grossly negligent, wilful or outside my scope of authority or duties as a volunteer for the Peninsula Streams Society.

I acknowledge that I have read and understand the above, and I recognize that by signing this document I am waiving certain legal rights, including the right to sue.