

Shannon Martin Photo

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
 (hereinafter referred to as the "Release Agreement")
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING
 THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Signature of Participant / Legal Guardian

Name	First	Last	Middle Initial
Address	Street		City
	Prov/State	Country	Postal Code
Contact	Phone	Email	Emergency

TO: SHANNON MARTIN PHOTO and any respective directors, officers, employees, guides, photographers, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

DEFINITION

In this Release Agreement, the term Photography shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: skiing, snowboarding, mountain biking, hiking, climbing, mountaineering and skateboarding; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; weddings, elopements and engagements; and other such activities, events and services in any way connected with or related to Photography and the operation of business for the Releasees.

"I", "My" and "Myself" shall be the person signing the Release Agreement and will cover their own Photography participation and/or that of a person who they are the legal guardian of.

ASSUMPTION OF RISKS AND RESPONSIBILITIES:

I am aware that participation in Photography can involve many inherent risks, dangers and hazards, both man-made and natural. These may include, but are not limited to: cliffs; falling trees; cold water; high winds; lightning; loose or unstable rocks and gravel, boulders, ice, snow, cornices, roots and fallen logs; slippery and difficult ground and travel conditions; hypothermia; effects of high altitude; equipment failure; jumps and drops; encounters with wild animals; slips, falls and impacts or collisions with other persons, animals, equipment, or objects; becoming lost or separated from one's party; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PHOTOGRAPHY.** Communication in non-urban areas may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be delayed. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees. Weather conditions may be extreme and can change rapidly and without warning. The Releasees may fail to predict whether the area is safe for use or travel.

(PLEASE COMPLETE OTHER SIDE)

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PHOTOGRAPHY AND FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Even if the person providing Photography is a qualified guide or instructor, they are not responsible for my decision making. Any suggestions for terrain, riding style or speed are only suggestions and it is my responsibility to ensure my own safety and to operate any equipment well within my own ability. I agree to not undertake any action that will put the photographer at risk.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Photography as defined in the Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have against the Releasees and to **RELEASE THE RELEASEES** 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 wilderness 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**, R.S.A 2000, c. 0-4, ON PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PHOTOGRAPHY REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Photography;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4. The Release Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Photography, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Guest's Signature	Witness Signature
Guest's Printed Name	Witness Printed Name
Date	Signature of Parent or Legal Guardian if participant is under age 18