



Waiver of Liability, Indemnity Agreement and Permission to Use Likeness

Please Read Carefully - You are giving up your right to sue

For valuable consideration, including my participation in activities of the Meadowlark Nature Festival and the use of their services and permitted facilities, on behalf of myself and/or any minor child whom I am accompanying or for whom I have granted permission to participate, and on whose behalf I sign this agreement, I hereby waive and release any and all claims for injuries and damages of whatever type or nature, arising from participation in or attendance at Meadowlark Nature Festival activities, gatherings or events.

I acknowledge that outdoor activities, including but not limited to horse, wild animal, water, hiking and biking related activities involve inherent risks and dangers, and that these dangers may be further enhanced with group activities, night time or changes in weather. While precautions have been taken, all outdoor activities and use of trails and waterways may involve some unpredictability or heightened risk, regardless of training, leadership, and planning.

Recognizing that there are inherent risks in the type of activities undertaken as part of the Meadowlark Nature Festival, both known and unknown, I still wish to participate myself and encourage the participation of my minor child, so that I (we) can experience nature first hand, and learn about the natural world that surrounds us. I fully understand that there is potential for danger involved in these activities, and accept that potential for danger entirely at my own risk. I further agree to indemnify Meadowlark Nature Festival against any liability resulting from such participation by myself or any minor child for whom I sign this agreement, and for any damage or injury to any person caused by my own negligence.

I here knowingly waive all claims and release the Meadowlark Nature Festival, its organizers, leaders, presenters and volunteers, the Okanagan Similkameen Conservation Alliance (OSCA), its board of directors, contractors and agents from any and all liability for injury, death, property damage or loss sustained by me or my minor child as a result of my (our) participation in any Meadowlark Nature Festival related activity, due to any cause whatsoever including, without limitation, any negligent act or omission on the part of any person or entity. I further grant OSCA permission to use my (and my minor child's) likeness or image in any photograph or video taken while engaging in Meadowlark Nature Festival activities. This authorization includes, but is not limited to, event promotion, website use and media publication.

The terms of this waiver and agreement shall be binding upon me, my heirs and personal representatives, and upon any minor child in respect of whom I sign this agreement. I here certify that I have read and clearly understand what I have signed.

On behalf of:

Name (please print): _____

Signature: _____ **Date:** _____