

# Camp Evergreen Acknowledgement of Risk, Waiver of Liability and Indemnity Agreement

## PLEASE READ CAREFULLY

In consideration for being permitted to utilize the facilities, programs and services of Camp Evergreen and/or Camp Evergreen Mennonite Brethren Ministries, Sundre, the undersigned, on behalf of himself or herself and such participating children and dependent adults as well as any personal representatives, heirs and next of kin of the same (collectively referred to as the "Guest"), acknowledges and agrees that:

- I. The Guest has read, understands, and agrees (as confirmed by the initials and signature below of the Guest) to abide by the terms and conditions of this "Camp Evergreen Acknowledgement of Risk, Waiver of Liability and Indemnity Agreement." The Guest has also read, understands and agrees to abide by the **COVID-19 requirements** (attached hereto as Appendix A) that apply to Camp Evergreen and/or Camp Evergreen Mennonite Brethren Ministries, Sundre, as well as to all activities (outlined in Appendix A hereto). The Guest further expressly agrees that this "Camp Evergreen Acknowledgement of Risk, Waiver of Liability and Indemnity Agreement" is intended to be as broad and inclusive as is permitted by the Laws of the Province of Alberta and that if any portion of this agreement is held invalid, then it is agreed that the balance of this agreement shall continue in full force and effect. **Guest initials:** \_\_\_\_\_
- II. The Guest hereby releases, waives, discharges, and covenants not to sue Camp Evergreen, Camp Evergreen Mennonite Brethren Ministries, Sundre, and their directors, officers, employees, volunteers and agents (collectively referred to as the "Releasee") from all liability to the Guest, and the Guest also agrees to indemnify and save and hold harmless the Releasee from all liability to the Guest for the following: any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness, or the death of the Guest or whether caused by the negligence (active or passive) of the Releasee or otherwise while the Guest is in, upon, or about the premises of the Releasee, or using any facilities or equipment of the Releasee therein, or participating in any program affiliated with the Releasee. **Guest initials:** \_\_\_\_\_
- III. The Guest understands and agrees that the Releasee is not required to provide insurance to cover the Guest in the event the Guest suffers illness, injury, death, property loss, theft or damage of any sort upon, or about the premises of the Releasee, or while using any facilities or equipment of the Releasee therein, or while participating in any program affiliated with the Releasee. **Guest initials:** \_\_\_\_\_
- IV. The Guest acknowledges that the Releasee, in the interests of safety, reserves the right to insist upon all appropriate safety rules and procedures in the case of any use of the facilities or activities of the Releasee. The Guest further agrees to the responsibility of ensuring the requisite skill, supervision, and safety requirements, decided upon by the Releasee, prior to participation in any activities at the premises of the Releasee. The Releasee may also limit or terminate the use of any facilities or activity as it may consider advisable. **Guest initials:** \_\_\_\_\_
- V. The Guest agrees and acknowledges that use of the premises, facilities, equipment, services, and programs of the Releasee, may involve inherent dangers and risks, including, without limitation, the risk of physical illness, injury, death, or property damage, and the Guest understand that those risks, dangers, or conditions are an integral part of activities. Each Guest fully understands that such inherent risks may cause **SERIOUS INJURY** and **POSSIBLE DEATH TO PARTICIPANTS**, and the Guest acknowledges the possibility of accident that may result from participating in such activities. These risks include, but are not limited to:
  - The effect of inclement weather on outdoor activities thereby causing hazardous conditions at activity sites, such as but not limited to lightning, precipitation, temperature, cold weather, and the effects thereof.
  - Environmental risks unique to each activity, such as but not limited to the presence of water and water hazards, trees and roots, loose rocks or holds, and fire. Activities are also performed at various heights and therefore contain some element of risk, regardless of safety measures taken.
  - The potential for equipment failure, even when used according to manufacturer's guidelines.
  - The potential of a Guest to act in a negligent manner in a group or individual activity that may contribute to injury to the Guest or others, such as participating in activities in an unauthorized manner or without proper supervision, instruction, or safety measures and equipment.
  - The unpredictability of any equine's reaction to such things that include, but are not limited to sounds, sudden movement, and unfamiliar objects, persons or other animals that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity. **Guest initials:** \_\_\_\_\_

VI. The Guest also authorizes the administration of any first aid treatment necessary at the premises of the Releasee, and in the case of medical emergency, the Guest gives permission to the physician selected by the Guest Group to hospitalize and secure proper treatment for the Guest. The Guest also acknowledges that any illness or injuries that the Guest contracts or sustains may be compounded by negligent first aid or emergency response of the Releasees, and the Guest waives any claim in respect thereof. The Guest further acknowledges that in the event that he or she requires medication, X-ray, or any other medical treatment whatsoever beyond that which can be provided by the Releasee, then the Guest and Guest Group will be charged with the additional expense of transportation and special care. It is the responsibility of the Guest Group (to which a Guest belongs) to notify the affected family of the Guest. **Guest initials:** \_\_\_\_\_

VII. The Guest has given permission to the Releasee to use pictures or videos of the Guest for promotional purposes on the Releasee's website, brochures or social media, including, but not limited to: Twitter, Facebook, Blogger, Vimeo, Instagram). If the Guest does not want the Releasee to use pictures or video of the Guest, then please check "no".  NO

**Guest initials:** \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Guest

\_\_\_\_\_  
Signature of Guest

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

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

**A Guest under the age of 18 years and Dependent Adults  
require the signature of a Parent or Guardian.**

Printed Name of Guest(s) if under the age of 18 or Dependent Adult(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Parent/Guardian of Guest(s)

\_\_\_\_\_  
Signature of Parent/Guardian of Guest(s)

**Date:** \_\_\_\_\_

For the purpose of this agreement, "Guest Group" means a user group or family unit that is paying for and using the Releasee's premises, facilities, equipment and programs, and is also responsible for the supervision of the user group.

## Appendix A

### Covid-19 Requirements

The Guest acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout Canada, including the Province of Alberta. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO) and the Governments of Canada and Alberta for slowing the transmission of COVID-19, the Guest hereby agrees, represents, and warrants that neither the Guest shall visit nor utilize the facilities, services, and programs of the Releasee if: i) the Guest has been in close contact with someone who has a suspected or confirmed case of Covid-19 within the past 14 days; ii) the guest has travelled outside of Canada in the past 14 days, or iii) if the Guest: (a) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath; or (b) has a suspected or diagnosed/confirmed case of COVID-19. The Guest agrees to notify the Releasee immediately if the Guest experiences any of the foregoing symptoms or diagnosis while on the premises of the Releasee. Guest initials \_\_\_\_\_

The Releasee has taken certain steps to implement recommended guidance and protocols issued by the Public Health Authorities for slowing the transmission of COVID-19, including, without limitation, the access to and use restrictions set forth above. The Guest acknowledges and agrees that the Releasee may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Authorities, and the Guest further agrees to comply with the revised procedures of the Releasee prior to utilizing the premises, facilities, services, and programs of the Releasee.

Guest initials \_\_\_\_\_

The Guest further acknowledges and agrees that, due to the nature of the premises, facilities, services, and programs offered by Releasee, physical distancing of 6 feet between a guest and the Releasee's staff is not always possible due to the nature of some activities. In any event, the Guest acknowledges and understands that he or she will always use masks and sanitizer as recommended by Public Health Authorities. The Guest also fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the Releasee, and acknowledges that the use thereof by the Guest may -- despite the reasonable efforts of the Releasee to mitigate such dangers -- result in the Guest being exposed to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death of the Guest. Guest initials \_\_\_\_\_

### Activities during Covid-19 Pandemic

While COVID 19 continues to remain a significant health hazard in the Province of Alberta, the Guest acknowledges and understands that the Releasee will determine what activities will be permitted at the premises and facilities of the Releasee and in accordance with current Government regulations. Guest initials \_\_\_\_\_

The Guest also agrees to participate only in those activities permitted by the Releasee, and the Guest will not participate in activities that are prohibited by the Releasee or which are contrary to current Government restrictions. Guest initials \_\_\_\_\_