

Ocean Wise Conservation Association
Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity and
Model Release Agreement

Program: _____ the "Program")

Date: _____

Participant Name: _____ (the "Participant")

Age of Participant (if under the age of 19): _____

IMPORTANT: PLEASE READ THIS ASSUMPTION, RELEASE, AND WAIVER OF LIABILITY (THE "AGREEMENT") CAREFULLY. IT OUTLINES CERTAIN DETAILS REGARDING YOUR PARTICIPATION IN THE OCEAN WISE CONSERVATION ASSOCIATION (THE "OCEAN WISE") ANIMAL ENCOUNTER PROGRAM. THIS AGREEMENT INCLUDES AN ASSUMPTION OF LIABILITY BY YOU (THE "PARTICIPANT") AND A RELEASE AND WAIVER OF LIABILITY IN FAVOUR OF THE OCEAN WISE CONSERVATION ASSOCIATION AND ITS OFFICERS, PARTNERS, DIRECTORS, EMPLOYEES, SPONSORS, SERVANTS, AGENTS, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (THE "AGENTS"). IN ORDER TO PARTICIPATE IN THE PROGRAM, THE PARTICIPANT MUST AGREE TO AND ABIDE BY THE CONDITIONS OF THIS AGREEMENT. BY SIGNING BELOW, THE PARTICIPANT INDICATES THAT HE/SHE UNDERSTANDS, ACKNOWLEDGES AND FREELY ACCEPTS THE TERMS OF THE AGREEMENT SET FORTH HEREIN.

ASSUMPTION RELEASE AND WAIVER:

In consideration for the opportunity to participate in the Program and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant on his/her own behalf and on behalf of his/her heirs, administrators, successors, assigns, insurers, estate and anyone else who may make any claim for or on their behalf, hereby irrevocably and unconditionally states and agrees as follows:

1. I agree as a precondition to the Participant's participation in the Program and in consideration of Ocean Wise allowing the Participant to do so, that I will strictly be bound by the terms of this Agreement.
2. I understand that healthy animals can carry infectious agents that can potentially affect people. In particular, very young children, individuals who are pregnant, and individuals who may be immunocompromised may have increased risk of acquiring disease and should not have direct contact with animals. I certify that the Participant is physically fit and has not been otherwise informed by any physician. I certify that I know of no restrictions imposed on the Participant by any physician, or otherwise, that would in any way prevent him/her from participating in the Program. I agree that Ocean Wise and Agents shall not be liable for any other conditions or circumstances that arise as a result of participation in Program.
3. I understand and agree that the Participant is voluntarily participating in the Program at his/her own risk. I acknowledge that there are inherent dangers, hazards, and risks (collectively, "Risks") associated with this program. I freely accept and fully assume all responsibility for the inherent Risks and for any personal injury, death, property damage, or any other loss or injury which might result, either directly or indirectly, from the Participant's participation in the Program, from the acts of others, or from the unavailability of emergency medical care.
4. I acknowledge that I have considered and evaluated the nature, scope and extent of the Risks involved with the Participant's participation in the Program, and, notwithstanding these Risks, I hereby confirm and agree that I voluntarily and freely choose to assume these Risks and the Participant's participation in the Program.
5. In the event of any accident or illness affecting the Participant, I authorize Ocean Wise and the Agents to authorize, on my behalf, all procedures, including admission to hospital and any necessary treatment

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therein deemed essential for the care and well-being of the Participant. Such action is only to be taken when immediate authorization from the undersigned cannot be obtained. It is understood that Ocean Wise and the Agents are not responsible for any medical care costs.

6. I understand and fully accept that Ocean Wise reserves the right, at any time, to refuse, without penalty or any obligation to refund any amount paid, continued participation in the Program by any person who at the sole discretion of Ocean Wise becomes a hazard to themselves, other Program participants, Ocean Wise, the Agents or the animals.
7. I hereby waive any and all claims which I may have against Ocean Wise and the Agents and release and indemnify Ocean Wise and the Agents from any and all liability for injury, death, property damage or any other loss sustained by the Participant or the Participant's next of kin as a result of participation in the Program, due to any cause whatsoever, including, without limitation, negligence, breach of contract, or breach of any statutory or other duty of care by Ocean Wise or the Agents.
8. I acknowledge and agree that this Agreement limits the liability of the Agents to the same extent as it limits the liability of Ocean Wise, even though the Agents are not formal parties to this Agreement.
9. I acknowledge that if any portion of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Agreement supersedes any oral or written statements made by any of Ocean Wise or Agents in connection with the Program. This Agreement is governed by the laws in force in British Columbia (without regard to conflicts of laws) and operates to the benefit of Ocean Wise and Agents, as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.
10. **Model Release:** By initialling in box beside this clause, I grant Ocean Wise permission in perpetuity to record the participant and/or the participant's voice and to use the recording in any publications, displays, presentation or other related use in any format, including but not limited to print, electronic, www site or other media. All such recordings and all rights therein and thereto, including moral rights, shall be the exclusive property of **Ocean Wise Conservation Association**.

Initials

I have read this Agreement and understand that it contains a promise not to sue Ocean Wise or the Agents and that it constitutes a release of liability and an indemnity for all claims. If the Participant is under the age of nineteen, I confirm that I am his or her parent or guardian and that I have executed the Agreement on behalf of the Participant.

This Agreement will be binding on myself or my child or ward, as the case may be, and our respective representatives, heirs and assigns.

Signature of Participant or Parent/Guardian if Participant
is under the age of 19 years old

Date

Print Name