

# NICK FITZHARDINGE PHOTOGRAPHY

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

***This Release Agreement Shall Apply to All Future Participation in NFP Activities***

Initial

**TO: NICK FITZHARDINGE, NICK FITZHARDINGE PHOTOGRAPHY (NFP)** and its directors, officers, employees, instructors, assistant instructors, guides, leaders, members, trip leaders, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns, participants and organizations participating in or connected with the NFP Activities as defined below, the ASSOCIATION OF CANADIAN MOUNTAIN GUIDES, and HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY PARKS CANADA (hereinafter collectively referred to as the "**RELEASEES**").

### DEFINITIONS

In this Release Agreement, the term "**NFP Activities**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but are not limited to: photography and photography related instructional workshops, photography clinics and tours, all other photography related activities; hiking, backpacking, snowshoeing, sightseeing, guided tours; camping or overnight stays in the outdoors or in backcountry huts, cabins and lodges; use of any camera related equipment, or hiking related equipment, including ice cleats; demonstrations; loading, unloading and travel by or movement in or around helicopters, and motor vehicles; and other activities, events and services in any way connected with or related to the foregoing.

### ASSUMPTION OF RISKS

I am aware that participating in NFP Activities involves many risks, dangers and hazards. I agree to assume all risks, dangers and hazards of participating in the NFP Activities which include but are not limited to: slip, trips and falls, loss of balance; variation in terrain including steep and slippery sections, trees, roots, tree stumps, logs, cliffs, gullies, ravines, rocks, rockfall, loose gravel and holes; depressions, streams and creeks; inclement weather including lightning, collision with natural or man-made objects; collision with vehicles, equipment or structures; collision with other persons or objects; encounters with domestic or wild animals including dogs, bears, moose, wolves, and cougars; encounters with dangerous or poisonous flora and fauna; insect bites and stings; damage, loss or theft of camera or camera related equipment; failure to act safely or within one's own ability or stay within designated areas; emergency evacuation; miscellaneous health related problems related to over-exposure to the elements, fatigue, stress, dehydration, frostbite, waterborne illness, overexertion and lack of fitness; becoming lost or separated from one's party or guide; negligent first aid; negligence of other persons; **AND NEGLIGENCE ON THE PART OF THE RELEASEES.**

**I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN NFP ACTIVITIES.**

I am aware that communication in the alpine terrain is difficult and in the event of an accident or sickness, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by helicopter, or motor vehicle hazardous.

### NON -SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

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.

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Initial

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

### RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of **THE RELEASEES** allowing me to participate in NFP Activities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future 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 NFP 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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN NFP ACTIVITIES.
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 the NFP Activities;
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. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province or Territory in which the NFP Activities take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province or Territory in which the NFP Activities take place and shall be within the exclusive jurisdiction of the Courts of that Province or Territory.

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 participating in NFP Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATOR, ASSIGNS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN NFP ACTIVITIES.**

Name of Participant		Signature of Participant (Signature of Parent/Guardian if participant is under age of majority)
Date (dd/mm/yyyy)	Emergency Contact	Name and Signature of Witness