BRITISH COLUMBIA
CONSERVATION FOUNDATION

Electronic Signature Version

THE BRITISH COLUMBIA CONSERVATION FOUNDATION

(THE "FOUNDATION")

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS

BY SIGNING THIS WAIVER YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING ANY RIGHT TO RECOVER DAMAGES FROM THE BRITISH COLUMBIA CONSERVATION FOUNDATION

PLEASE READ CAREFULLY

FULL LEGAL NAME: _____

BIRTH DATE: _____

EMAIL: _____ TELEPHONE: _____

ADDRESS: _____

CITY:_____ PROVINCE:_____POSTAL CODE:_____

Are you 80 years of age or over this year? (for insurance purposes) Yes ☐ No ☐

I consent to receiving occasional news and volunteer opportunities from the Foundation. Yes ☐ No ☐

ASSUMPTION OF RISKS

I am aware that volunteering in project-related activities with the British Columbia Conservation Foundation involves risks, dangers and hazards associated with environmental/biology field work including, but not limited to: accidents associated with travel to and from research area and/or between field sites; remote accommodation; injuries associated with working in managed/unmanaged forests of all ages and types; drowning and other water related accidents; allergic reactions; poisonous plants; hypothermia and hyperthermia; infectious viral, bacterial and fungal diseases, including COVID-19 ; and risk of attack from wild and domestic animals. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from. I am aware that the Foundation carries accidental death and dismemberment insurance coverage for volunteers.

Infectious Diseases

I understand that there is a risk of contracting infectious diseases while volunteering. I agree to read the Foundation's Infectious Diseases Safety Plan (https://bccf.com/) and follow all recommended guidelines.

RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of the Foundation permitting me to volunteer in project-related activities and permitting my use of project vehicles, equipment, facilities and/or services I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against The British Columbia Conservation Foundation, their directors, officers, employees, agents and representatives (all of

whom are hereinafter collectively referred to as "the Releasees") and to release the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my volunteering in project-related 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.B.C. 1996, C .337, on the part of the Releasees.

2. This Waiver shall be effective immediately and remain in effect indefinitely, despite any break in the continuity of my volunteer work with the Foundation.
3. This Waiver 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. If any part of this waiver is found by a court of competent jurisdiction to be unenforceable or invalid, that part shall be severed from this waiver and all other parts of this waiver shall remain valid and enforceable.
5. This Waiver shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
6. Any litigation involving the parties to this Waiver shall be brought within the Province of British Columbia. I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Waiver.
7. I acknowledge that my participation is voluntary and that I may refuse or withdraw my participation as a volunteer at any time that I may feel unsafe.

This Waiver may be electronically signed

I have read and understand this Waiver and am aware that by signing this Waiver I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Signed this _____day of _____, _____
(Month) (Year)

_____ _____
(Signature of Volunteer) (Print Name)

_____
(Signature of Parent/Guardian if volunteer under 19)

This Waiver must be completed in full, signed, and dated before volunteering in all project-related field activities.