

## **Christ Church, Bolton**

### **Hiking Church Assumption of Risk and Waiver Form**

#### **Assumption of Risk associated with Hiking activities:**

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with hiking.

1. Risk of injury from the activity and equipment utilized is significant, including the potential for permanent disability or death.
2. Falling, causing broken bones, severe injury to the head, neck and back which may result in severe impairment or even death.
3. An "act of nature", including but not limited to rock fall, inclement weather, thunder and lightning, severe or varied wind, temperature and other weather conditions.
4. Risks associated with crossing, climbing or down-climbing rock.
5. Risks associated with river crossings.
6. Possible equipment failure and/or malfunction of my own or others' equipment.
7. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Christ Church, Bolton, including but not limited to operator error.
8. Cold weather and heat-related injuries and illness including but not limited to frost-nip, frost bite, hypothermia, heat exhaustion, heat stroke, sunburn and dehydration.
9. Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions.
10. Attack by or encounter with insects, animals and/or wildlife. PLEASE NOTE: If participant(s) use an INHALER and/or require EPINEPHRINE (EpiPen), they are responsible for bringing their medication for self-administration during the hike. Christ Church, Bolton DOES NOT provide INHALER or EPINEPHRINE (EpiPen) medications.
11. Accidents or illness occurring in remote places where there are no available medical facilities and rescue may be distant and time-consuming at best.
12. Fatigue chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

13. My sense of balance, physical coordination, and ability to follow instructions.

14. Participation in this activity(s) may include possible exposure to and illness from COVID-19. While the church's safety protocols and personal discipline may reduce this risk, the risk of serious illness or even death does exist.

*\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.*

**Release of Liability, Waiver of Claims and Indemnity Agreement:**

In consideration for being permitted to participate in hiking activities I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: Christ Church, Bolton.

2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into the Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**Declaration of Fitness Agreement:**

Furthermore, I hereby declare that I will not participate in this activity if I have any COVID-19 symptoms, that I'm physically fit and have no physical or mental condition(s) that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of hiking activities, I will notify the guide immediately and before moving away from the immediate vicinity.

\*I HAVE READ THE ASSUMPTION OF RISK /RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT/ DECLARATION OF FITNESS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.