



DOGWOOD FOREST LTD (hereinafter called the “Program”)

In consideration for participating in the Program and related events, I understand and agree on behalf of myself, my heirs, personal representatives, executors, next of kin, my successors and assigns that the execution of this agreement by me constitutes:

1. An Unqualified Assumption of All Risks associated with the Program.
2. A Full and Final release and waiver of liability of the Program, including without limiting the generality of the foregoing, DOGWOOD FOREST LTD. its officers, directors, agents, employees, volunteers/placement students, other participants, advertisers, owners and/or lessors of the premises on which the Program takes place (collectively called the “Releasees” and individually the “Releasee”) from any and all injuries, losses, damages, losses to personal property, claims and liabilities arising out of my participation in the Program.
3. An acknowledgement that I am unable to sue the Releasees for any loss, injury, costs, damages however caused or arising out of my participation in the Program, whether directly or indirectly. Such acknowledgement constitutes a complete defence to any claim I may advance against the Releasees in the future and shall be a bar to such claim.
4. My Indemnity to the Releasees to hold and save harmless, the Releasees or any of them from any litigation expense, legal fees, liabilities, damages, award, order, judgment, costs or proceedings of any form or type whatsoever which may arise out of participation in the Program.
5. A representation and warranty to the Releasees that I am healthy, fit and able to participate in the Program and there is no pre-existing health condition which would cause or contribute to any injury or prevent me from participating in the Program.
6. Dogwood Forest Ltd. takes the Coronavirus pandemic very seriously and has put in place preventative measures to help reduce the spread of COVID-19; however, despite our best efforts, Dogwood Forest Ltd. cannot guarantee that you, your family, and/or your guests will not become infected with COVID-19 or another virus or infectious disease (a “Communicable Disease”). It is possible that attending the Program may place you in close physical contact with other members, attendees, and staff and could increase the risk that you, your family members, and/or your guests contract a Communicable Disease. You acknowledge the contagious nature of Contagious Diseases and voluntarily assume the risk that you, your family members, and/or your guests may be exposed to or infected by a Communicable Disease at the Program and that such exposure or infection could result in personal injury, illness, permanent disability, and/or death. You understand that the risk of becoming exposed to or infected by a Communicable Disease at the Program may result from the actions, omissions, or negligence of yourself or others, including, but not limited to, Dogwood Forest Ltd. employees and members.

I have read and understand the above provisions and they are true and accurate in all respects. I acknowledge that the Releasees are relying upon the above assumptions, release and waiver, acknowledgements, indemnities and representations and warranties for my participation in the Program.

I certify that I, as parent/guardian, with legal responsibility for this participant, do consent and agree to his/her release as provided above, all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above.

ACKNOWLEDGEMENT AND CONSENT OF PARTICIPANT IN DOGWOOD FOREST LTD. PROGRAMS (hereinafter called the “Program”)

1. I confirm that I have read all Program Policy Documents, understand its contents and agree to be bound by all the terms set out therein.
2. I accept that there is a risk of injury from participating in the activities in the Program. By following the rules and policies of the Program, use of proper protective equipment and exercising good personal judgment, the risk of injury may be reduced.
3. I agree to comply with the customary terms, practices and conditions of participating in the Program. I will not undertake or participate in any conduct during my participation in the Program, which could constitute a significant risk of injury. I will immediately report to my facilitator, counselor, Director any conduct which constitutes a significant risk of injury.
4. I consent Dogwood Forest Ltd. using any photographs taken while participating in the Program including publications in written materials and promotional materials, in house displays, website and internet without my prior approval.
5. I consent to Dogwood Forest Ltd. sending correspondence to me via emails regarding but not limited to registration, programs, upcoming events, etc.

I HAVE READ THIS ENTIRE RELEASE AGREEMENT THOROUGHLY AND UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT.

I UNDERSTAND THAT, BY SIGNING THIS WAIVER OR ELECTRONICALLY AGREEING TO THE "TERMS AND CONDITIONS", I GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SUE.

I UNDERSTAND THAT DOGWOOD FOREST LTD IS RELYING UPON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN ALLOWING MY CHILD OR SELF TO PARTICIPATE IN THE OUTDOOR ACTIVITY PROGRAM.

Parent/Guardian Signature OR
Participant Signature if over the age of 18 years

Date

Witness Signature