RELEASE & INDEMNITY - Squamish Band Camp

Please read carefully: To: **The West Vancouver Youth Band Society**

Assumption of risks:
I am aware that a camp such as this where my child is traveling with supervision to Squamish, from September 24th to 26th, 2010 to attend band camp involves certain risks inherent in travel. I have instructed my child as to the risks and the behavior that is essential to ensure his/her own safety during camp. I am satisfied that my child is therefore capable of attending camp following the guidance of the Band officials present. I understand that the chaperones and other Band officials will do their best to ensure the well being of my child but that they cannot guarantee nor will they undertake responsibility for events that result in damage or injury to my child while my child is at camp.

Release of liability, waiver of claims and indemnity agreement:
In consideration of the Band and its agents accepting my child as a participant in band camp, I, for myself and my child, hereby agree as follows:

To waive any and all claims that I have or may in the future have against the Band and its directors, officers, employees, agents, representatives, successors and assigns [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, expense or injury including any that my child may suffer, or that his/her next of kin may suffer during band camp 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 on the part of the releasees and also including failure on the part of the releasees to safeguard or protect my child from the risks, dangers and hazards that may arise at camp all of which I have investigated to my and my child's satisfaction**. I confirm that I have consulted with any advisors I felt necessary to understand the risks attendant at camp and to understand this document prior to signing this document.**

Indemnity:
THAT IN ANY EVENT, if I allow any person under the age of 19 years to participate in the camp, I accept all responsibility for the safety of such minor(s) and agree to indemnify and hold the Band harmless from and against any and all liability whatsoever towards, and any claims, demands, actions and causes of action advanced by one or more of such minor(s) as a result of their participation in camp. I further acknowledge that the Band has recommended to me that I seek independent legal advice with respect to the nature and consequences of this release and the indemnity in this paragraph.

To hold harmless and indemnify the releasees from any all liability for any damage to property or personal injury to any third party, resulting from my use or presence at camp.

This agreement shall be effective and binding upon my heirs, next kin, executors, successors, administrators and representatives in the event of my death or incapacity.

This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia

Any litigation involving this agreement shall be brought within the province of British Columbia.

In entering into this agreement any and all of the representations or statements made by the releasees with respect to the risks associated with safety of the camp are what is set forth in this agreement and what the undersigned has researched on my own.

It is understood and agreed to that this agreement shall apply irrespective of injuries or loss resulting from any cause whatsoever.

I've read and understood this agreement and I am aware that by this agreement I'm waiving certain legal rights that I or my heirs, next kin, executors, successors, administrators and representatives may have against releasees.

Band Member's Name…….

Mother/Guardian (please print: ……

(Signed)**X**…….. Date (y/m/d)……

Father/Guardian (please print): ……..……

(Signed)**X**…….. Date (y/m/d)……

Authorization for Medical Advice and Treatment

As the Band Member, or Parent or Guardian of the Member, I hereby authorize the Band Camp Director or Deputy to secure such medical advice and treatment as may be deemed necessary for the health and safety of myself or son/daughter/ward: (Name of Band Member) _____

I also agree to accept financial responsibility in excess of the benefits allowed by Provincial and Personal Insurance Plans.

To the best of my knowledge the above Member is in good health and I realize that the Band Camp Director and the West Vancouver Youth Band Society cannot be held responsible for any accidents that may occur.

Signed: _____ **Date**: (Day/Mo/Yr) _____
(Signature of Member or parent/guardian if Member is under the Provincial legal age)

Note: The Parent or Guardian is assuming full responsibility for the Band Member's health being such that event activities will in no way aggravate any conditions present. It is assumed that the Parent or Guardian will know the Member's condition or will seek competent advice before completing this form. The Parent or Guardian will notify the Band Camp Director if, for any reason, this permission should be withdrawn or changed.