

explore • experience • enjoy  
the best of Bowen Island  
guided tours and excursions



T 604.812.5041  
W bowenislandtours.com  
E bowenislandtours@gmail.com  
A 1145 Senator Rd, Bowen Island, BC V0N 1G1

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK – Nordic Walking Bowen Island Tours (Jody Lorenz, proprietor)

In consideration of the services of Jody Lorenz, doing business as Bowen Island Tours, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release, indemnify, and discharge Jody Lorenz, dba Bowen Island Tours, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Voluntary Participation:** I understand and confirm that my participation in this activity is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in this activity.
2. **Comprehension of Risk:** I acknowledge that Nordic walking, also referred to as outdoor walking or urban poling, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the hazards of walking on uneven terrain; slips and falls; the forces of nature, including lightning and rapid weather changes; the risk of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

3. **Assumption of Risk:** I expressly agree and promise to accept and assume all of the risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in this activity and existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in this activity.
4. **Release of Liability:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless *Jody Lorenz, dba Bowen Island Tours*, its affiliated entities, parent companies, subsidiaries, present and former employees, owners, officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively "Released Entities") from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of *Jody Lorenz's, Bowen Island Tours'*, equipment or facilities, **including any such claims which allege negligent acts or omissions of Jody Lorenz, Bowen Island Tours.**
5. **Limitation of Damages:** *Jody Lorenz's, Bowen Island Tours'*, liability to me will be limited to actual damages arising from gross negligence or willful misconduct in the performance of their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation be greater than \$400. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation is cumulative and not per incident. In no event shall *Jody Lorenz, Bowen Island Tours*, be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if *Jody Lorenz, Bowen Island Tours*, has been informed of the possibility thereof. Should *Jody Lorenz, Bowen Island Tours*, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. In the event that I file a lawsuit against *Jody Lorenz, Bowen Island Tours*, I agree to do so solely in the province of British Columbia, and I further agree that the substantive law of British Columbia shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**Page 2 – Nordic Walking Participant Waiver and Release of Liability - Bowen Island Tours (Jody Lorenz)**

6. **Indemnification.** I agree to defend and indemnify the Release Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Events.
7. **Binding Effect:** This Waiver shall be binding upon my next of kin, personal representative, heirs, beneficiaries, and assigns and shall inure to the benefit of Jody Lorenz, Bowen Island Tours, its successors and assigns.
8. **Insurance and Consent to Medical Treatment:** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I authorize Business to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Business to provide such assistance, transportation, or services.
9. **Severability:** If any provision of this Waiver is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.
10. **Promotional Release:** I hereby grant to Jody Lorenz, Bowen Island Tours, the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the activity, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). Jody Lorenz, Bowen Island Tours, has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that Jody Lorenz, Bowen Island Tours, is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to Jody Lorenz, Bowen Island Tours, an irrevocable, royalty-free, worldwide license to use my name, age, and hometown in connection with the Material and the Works.

**THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ this entire document. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Jody Lorenz, Bowen Island Tours, on the basis of any claim from which I have released it herein. Participation in the tours by a person who is not yet 18 years old indicates that a parent or legal guardian has also read and consented to this waiver.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of participant \_\_\_\_\_ Print name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_