

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



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

Participant Waiver and Release of Liability for Bowen Island Tours

By purchasing tickets for and/or participating in the walking tours ("Tours") offered by Jody Lorenz, doing business as Bowen Island Tours (the "Business"), and in consideration for my being allowed to participate in the Tours, the receipt and sufficiency of which is hereby acknowledged, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights ("Waiver") :

- 1. Voluntary Participation.** I understand and confirm that my participation in the Tours 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 the Tours.
- 2. Comprehension of Risk.** I fully comprehend and accept all of the risks associated with my participation in the Tours including, without limitation, injury or death resulting from exposure to unfavorable weather conditions, travelling through natural and rough terrain, food sickness, allergic reactions, choking, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. I understand that the Tours take place under conditions largely beyond the Business's control and may include but not be limited to outdoor environments, such as parks, forests, trails and beaches, public venues, commercial and private properties, commercial and private transportation.
- 3. Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Tours. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Tours.
- 4. Release of Liability; Limitation of Damages.** I hereby forever and unconditionally release Jody Lorenz, dba Bowen Island Tours ("Business"), and 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, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property, (collectively "Claims") in any way arising out of my participation in the Tours, including, without limitation, any and all Claims resulting from the negligence of the Released Entities. Business's liability to me will be limited to actual damages arising from Released Entities' 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 in the Tours be greater than \$400. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the Tours is cumulative and not per incident. In no event shall Business be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if Business has been informed of the possibility thereof. 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.
- 5. 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.

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6. Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of the Business, its successors and assigns.

7. Consent to Medical Treatment. 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.

8. Consumption of Alcohol. If you are a participant on a tour that involves consumption of alcohol, you affirm that you are over the legal drinking age of 19. You fully and clearly understand that if you consume alcohol during your tour you accept full responsibility for your behaviour, well-being, and health throughout the entire tour. You agree to hold neither the Business nor the hosting brewery or restaurant or facility liable in any way should any harm come to you.

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 Business the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Tours, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). Business 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 Business 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 Business 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. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY Agreeing to its provisions. By continuing to participate in the tours, I am indicating my voluntary agreement to the provisions of this WAIVER AND RELEASE OF LIABILITY. 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.

Participant's name (print) _____

Signature of participant or _____
if participant is under 18 years of age, signature of parent or legal guardian

Date _____ Phone _____

Address _____