

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in forays and events sponsored by: the Alberta Mycological Society (the AMS),
THE UNDERSIGNED PARTICIPANT(S) (Releasor):

1. UNDERSTANDS that there is some risk in participating in mushroom forays and events: all those risks one assumes by being away from home, risks associated with moving about in fields and woods, risks involved in eating wild mushrooms, risks of losing personal property by theft or theft or misplacement, risks associated with inclement weather, sudden storms or changes in the weather, the presence of wild animals, getting lost or injured in the wilderness and all other expected and/or unexpected risks;
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the AMS, its officers, directors, employees, agents and members, along with any owners and lessees of premises used to conduct the forays and events and each of them, their officers, directors and members, dealers, management, officials and volunteers assisting in any foray or event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers (the Releasees) from any and all liability to the Releasor, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury, sickness or loss to the person of the Releasor or resulting in the Releasor's death, or injury or damage to or loss of the Releasor's property, whether caused by the negligence of the Releasees or any of them or otherwise, which occurs during or as a result of the Releasor's participation in any foray or event;
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost (including legal fees as between a solicitor and his own client) they or any of them may incur due to the Releasor's participation in any foray or event, whether caused by the negligence of the Releasor or otherwise;
4. HEREBY AGREES that while participating in this event, the use of alcohol or any substance which affects the ability to operate or control his or her vehicle or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden;
5. HEREBY AGREES that he or she will not use or operate any vehicle in violation or contravention of municipal, provincial or federal laws, statutes, ordinances or regulations and shall be personally liable for all fines and penalties for traffic law violations;
6. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or any of them or otherwise while participating in any foray or event;
7. HEREBY AGREES to assume total responsibility for his/her own safety and well-being, as well as for the protection of his/her personal property and for the safety and well-being of, and the protection of the personal property of any minor children under his/her care while attending any foray or event;
8. THE Releasor expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province in which the foray or event takes place and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding that invalidity, continue in full legal force and effect;
9. This Waiver shall be construed in accordance with the laws of the Province of Alberta;
10. THE RELEASOR HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made, and
11. THE RELEASOR understands and accepts that in the course of his/her attendance at and participation in any foray or event, film or photographs may be taken, or illustration may be made of him/her and/or of his/her personal property. The Releasor acknowledges and agrees that such film/photographs and/or illustrations may be used in any medium by the AMS and all its related entities and agencies for publication in any medium of communication that the AMS may decide to employ, and for advertising and promotional purposes in any medium, without compensation to the Releasor.