

*Tourism*  
**PRINCE GEORGE**  
**HELLOPG**  
Community Ambassador Program

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS  
AND INDEMNITY AGREEMENT (the "AGREEMENT")**

**BY SIGNING THE AGREEMENT YOU WILL WAIVE CERTAIN RIGHTS,  
INCLUDING THE RIGHT TO SUE.  
PLEASE READ CAREFULLY**

**IN CONSIDERATION** of the Society allowing me to borrow Equipment, I,  
\_\_\_\_\_, (the "Participant") agree that:

1. **I AM** a registered *Tourism Prince George Digital Ambassador*.
2. **I UNDERSTAND** that:
  - a. the Equipment, including but not limited to cameras, chargers and mounting hardware, may not function as optimally intended at all times and under all circumstances, and may be adversely affected by weather conditions, moisture, terrain and the like; and
  - b. the Risks may be caused by my own actions, or inactions, the actions or inactions of others, the conditions in which the Activities take place, or the negligence of the "Releasees" named below;

and I fully accept and assume all such Risks and all responsibility for losses, costs and damages I incur as a result of my participation in the Activities.

3. **I REPRESENT** that I am of the age of majority (19 years of age) and legally competent to sign this Agreement.
4. **I HEREBY RELEASE** and agree not to commence any legal action against the Society, its administrators, directors, agents, officers, volunteers, contractors, representatives, employees, heirs and executors (all of who are hereinafter collectively referred to as the "Releasees") from all liability, claims, demands, actions or causes of action, losses or

damages caused or alleged to be caused entirely or in part by the 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*, RSBC 1996, c 337) of the Releasees.

5. **INDEMNIFICATION AND HOLD HARMLESS:** I also agree to indemnify and hold harmless the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, for any property damage, loss or personal injury to myself or any third party, brought as a result of using the borrowed Equipment and to reimburse them for any such expenses incurred.
6. **RENTAL AGREEMENT:** I accept full responsibility for the Equipment and agree to pay for any damage and replace the Equipment at the full retail value if damaged to such an extent that repairs are not feasible or practical. In such an event, I authorize the Society to charge my credit card to an amount not exceeding Five Hundred (\$500) Dollars per Equipment unit.

**I HAVE READ THIS AGREEMENT**, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily and intend for the Agreement to be a complete and unconditional release of all liability and to the greatest extent allowed by law. I agree that if any part of the Agreement is held invalid, the remaining parts shall continue in full legal force and effect. I further agree that this Agreement is effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Participant

**Equipment Borrowed (circle all that apply):**

- 360 Fly 4K Camera
- GoPro Hero2

Expected Return Date:

*Complete this form and return it to Michael Stanyer, Program Manager, Visitor Services to confirm availability of equipment: **stanyer@tourismpg.com***