

MenTAZ 2017 RELEASE AND WAIVER OF LIABILITY

WARNING: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS READ IT CAREFULLY

In consideration of being permitted to participate in any way in a retreat ("MenTAZ") to be held in 2017 at 1208 Orange Road in Roberts Creek, BC ("the Property"), including, without limitation, participation in any outdoor activities, team building or climbing exercises or activities that may involve wet or slippery surfaces or holds, whether roped or un-roped, hiking on wet or un-groomed trails, workshops that may be conducted, lead or supported by non-certified Facilitators or Peer Participants and which may be designed to promote self expression or to challenge participant's boundaries, and which may, from time to time, involve physical or emotional contact and interaction, other group activities, events or gatherings held during MenTAZ, whether formally scheduled or facilitated or not ("MenTAZ Activities"):

I, FOR MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS HEREBY WAIVE ANY AND ALL CLAIMS that I have or may in the future have against, and **RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE**, each of the following parties, as well as their heirs, executors, administrators and assigns:

- (a) any MenTAZ workshop facilitators, coordinators, or assistants;
 - (b) any and all participants at MenTAZ;
 - (c) Tazopia Projects Society;
 - (d) any and all of the Directors of Tazopia Projects Society and,
 - (e) any and all of the officers of Tazopia Projects Society
 - (f) the owners of the Property
- (All of the above parties are described as the "Releasees")

for any loss, property damage, expenses or personal injury (including death) that I may suffer, or that my next of kin may suffer, as a result of my participation in MenTAZ **DUE TO ANY CAUSE WHATSOEVER ON THE PART OF THE RELEASEES, INCLUDING:**

- Negligence,
- Breach of any other duty imposed by law,
- Breach of contract,
- Mistakes or Errors in Judgment by the Releasees, including, without limitation, mistakes or errors in judgment that may affect my safety, or mistakes or errors in judgment in understanding my physical, emotional or spiritual limitations or boundaries or my consent to being touched.

IN ADDITION, I AGREE TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any loss, property damage and personal injury, including death, to any third party resulting from my participation in the Project.

I AM AWARE THAT THERE ARE CERTAIN SPECIFIC RISKS INHERENT IN PARTICIPATING IN MENTAZ INCLUDING:

- **MOUNTAINOUS TERRAIN** – where a fall, whether roped or unroped, may cause injury or death. In addition, I understand that I may encounter steep or vertical slopes, overhangs and cornices which in their natural state have inherently dangerous obstacles and hazards. Some of these obstacles and hazards include glacier crevasses, rocks and boulders, tree wells, tree stumps, forest deadfall, still and moving water, holes and depressions, poorly maintained trails or off trail hiking, and varying and difficult snow or wet hiking or climbing conditions;
- **WATER HAZARDS** - from canoeing, swimming, or other activities in Loon Lake, the hot tub, or other bodies of water
- **WEATHER** - weather conditions can be extreme and can change rapidly without warning;
- **CONDUCT OF THE RELEASEES** - the conduct, including NEGLIGENCE, of the Releasees;
- **PROXIMITY OF MEDICAL CARE** - which may not be readily available or effective; and

- **PARTICIPATION IN MENTAZ ACTIVITIES** - that may challenge participants' physical or emotional boundaries, and which may, from time to time, involve physical or emotional contact and interaction, or which may involve outdoor or hot tub or other electrical equipment or fuel hazards.

I AGREE that, although the Releasees may take precautions to reduce the risks and increase the safety or comfort of any of the MenTAZ Activities, it is not possible to make the MenTAZ Activities completely safe or free from risk or comfortable. I willingly accept all the risks and dangers of participating in the MenTAZ Activities, I willingly consent to the challenges, contact and interaction that might arise through participation in the MenTAZ Activities, and I willingly agree to the terms of this Agreement even if the Releasees are found in law to be negligent or in breach of a duty of care or any other obligation to me in the course of the MenTAZ Activities.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety or comfort of the MenTAZ Activities other than what is set forth in this Agreement.

I agree that this waiver and the agreements it contains will be governed in all respects by, and interpreted exclusively in accordance with, the laws of the Province of British Columbia, Canada and I irrevocably attorn solely to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I confirm that I am at least nineteen years old and that I have read and understood this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, executors, administrators and assigns.

IMPORTANT

Your acceptance of this Waiver through a web transaction page is required to register and to attend.