

NRRM Trail Clearing Waiver – Summary of Text

ASSUMPTION OF RISK

1. I am aware that there are risks and dangers associated with my entry onto the Trail for the purpose of clearing the Trail and removing brush and debris, and that my entry onto and use of the Trail for or in connection with this purpose, and my use of any wood that I may remove from the Trail, could result in damage, loss, physical injury, or death, to myself or someone else. These risks and dangers may result from: my own actions or inactions, including my failure to use the Trail or to operate my ATV or any other equipment I bring onto the Trail within my own ability; the actions or inactions of others entering onto or using the Trail for the same or another purpose; mechanical failure of my or another's ATV or other equipment; the negligence of others, including negligence on the part of the Releasees. I freely accept and fully assume all such risks and the possibility of injury, death or other loss or damage of any kind arising from or connected with or in any way related to my presence on or use of the Trail, and my use of any wood that I may remove from the Trail, and I wish to enter into and use the Trail for this purpose, and take home any wood that I may remove from the Trail for my personal use, regardless of these risks and dangers.
2. I agree to use the Trail and carry out these activities in a safe manner and in accordance with any instructions I may receive from the NRRM. I agree to use my ATV and any other equipment I bring onto the Trail only as I am trained to use them, and I agree to use my ATV and any other equipment I bring onto the Trail in compliance with the safety precautions and requirements that ordinarily apply to use of those items. If I consider that any part of the Trail is unsafe for my use or the use of any other person, I will immediately leave the Trail and advise the NRRM. I agree to pay for any damage I cause to the Trail while I am on it for this purpose.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

3. TO WAIVE ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES, EXPENSES, DAMAGES AND LOSSES that I have or may have or my heirs, next of kin, executors, administrators, representatives or assigns may have against the Releasees and TO RELEASE the Releasees from any and all liability for any loss, damage, injury, death or expense that I may suffer, or that my next of kin may suffer as a result of or arising out of my use of or presence on the Trail DUE TO ANY CAUSE WHATSOEVER, including but not limited to ANY WRONGFUL ACT, OMISSION OR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR ANY OTHER DUTY OF CARE on the part of the RELEASEES or otherwise;
4. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from or in any way connected with my use of or presence on the Trail and my use of any wood that I may remove from the Trail;
5. Despite the risks, dangers and hazards of entering on and using the Trail for this purpose, and fully understanding such risks, dangers and hazards, I wish to enter on and use the Trail for this purpose and I wish to use any wood that I may remove from the Trail, and I ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom;
6. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

ORAL OR WRITTEN STATEMENTS: In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set out in this Agreement.