



Consent and Release Agreement – Youth (“Agreement”)

Child’ s Name: _____ DOB: _____

Physician: _____ Care Card #: _____

Youth Lake Hang Out July 15, 2021 - Waiver

The Three Corners Health Services Society, including all of its employees, contractors, principals, directors, officers, shareholders, agents and representatives (collectively, the “Society”) is pleased to provide the opportunity to facilitate the Youth Connections Program and associated activities (the “Events”) to foster youth development, learning, and mental health care.

The Society takes the safety of all persons who participate in the Events seriously and it is important that all parents/guardians understand the nature of activities involved in the Events.

Please read this Waiver carefully. If you have any questions about the Youth Connections Program, the Events and its risks, you are encouraged to direct them to McLayne Bennett. (“Youth Clinician”).

By signing this Agreement, and in exchange for the opportunity to participate in the Events, you confirm and agree to the terms below.

I, _____, as the parent/guardian of, _____ (“Child”)
Name (please print) Name of Child (please print)

1. Represent to the Society that:

- a. I have the authority to enter into this Agreement on my behalf and on behalf of the Child.
- b. I authorize the Child to participate in the Youth Connections Program and Events.
- c. The Child is physically fit to engage in the activities associated with the Event.
- d. I am aware and accept the inherent risks associated with attending and participating in the activities associated with the Events and acknowledge the possibility of personal injury, death, property damage or loss resulting from these activities. The risks to child may include, but are not limited to:
 - i. Risks associated with transportation to and from the Events.

- ii. Risks associated with slips, trips, and falls, in relation to terrain.
- iii. Risks associated with being in the outdoors or in a city such as human or animal encounters, bug bites, traffic, loss or stolen personal items, etc.
- iv. Risks associated with participating in any activity organized by the Society such as hiking, horseback riding, biking, walking, canoeing, and swimming etc.

2. Agree, for the Child, myself and anyone entitled to act on my behalf, including heirs, next of kin, executors, administrators and successors to:

- a. Waive, release and forever discharge the Society, Xatsúll First Nation (Soda Creek Indian Band), Stswecem' c Xgat' tem First Nation (SXFN), and T' exelcemc First Nation (Williams Lake Indian Band) and the communities they work with (collectively, "Three Corners") from any and all manner of action whatsoever, and without limiting the generality of the foregoing, including any causes of action, suits, demands, debts, contracts, claims, damages, interest, costs, and expenses claims and liability for any personal injury, illness, death, property damage or other loss that the Child may suffer as a result of his/her participation in the Events arising from any cause, including the Society' s negligence or carelessness or breach of any contract, or breach of any statutory or duty of care including, but not limited to, the duty of care arising under the *Occupiers Liability Act*.
- b. Indemnify and save harmless Three Corners from all losses, costs, liability, damages, or expenses, including legal fees, incurred by Three Corners in defending, or otherwise in connection with, any claim, action or proceeding which may be brought against Three Corners for any reason related to or arising from the Child' s participation in the Events.

2. Understand and agree that:

- a. Three Corners requires that all recommended safety measures from third parties are adhered to during the Child' s participation at the Events. A separate waiver for this may be required by a third party organization where the activity takes place and I will indicate our decision there.
- b. If required, I consent to any emergency medical treatment which the Child may require in the event of an injury, accident or illness during the Events and agree to bear any costs and expenses associated with such treatment.
- c. If the Child suffers an injury or illness because of his/her participation in the Events, the Three Corners will not be responsible for providing any financial, medical or other assistance to the Child.

- d. I will provide the Youth Clinician with a list of all the Child' s medical, physiological and/or allergy concerns in advance of the Events, which include:

- e. I grant permission for Three Corners to use images of the Child in their publications, both print and electronic if the Child provides verbal or written consent prior to their image being shared.

3. Confirm and agree that:

- a. I am 19 years of age or older and have had sufficient time to read and understand this Agreement and declare that I fully understand its terms.
- b. This Agreement shall be construed solely in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- c. If any court of competent jurisdiction determines that any part or provision of this Agreement is invalid or unenforceable, that determination shall not affect the enforceability of the remaining parts or provisions of this Agreement.
- d. I understand that any modifications or amendments to this Agreement must be in writing and signed by the parties.
- e. This Agreement contains the entire agreement between the Society and myself, and I am not relying on any other representations or statements of the Society.
- f. This Agreement shall be effective and binding on my heirs, executors, administrators, assigns and representatives.

DATED: _____

Participant Name (please print)

Signature of Participant

Parent/Guardian Name (please print)

Signature of Parent/Guardian

Witness Name (please print)

Witness Signature

In case of emergency, please contact _____ at _____

_____ at _____