



PROPHET RIVER FIRST NATION

TREATY DAYS ACTIVITIES RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: Prophet River First Nation, and their respective Members, Councillors, directors, officers, employees, agents, representatives, instructors, contractors, subcontractors, consultants, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

In consideration of the opportunity to participate in the Treaty Days Activities, I hereby agree to release indemnify and discharge the Releasees on behalf of myself, my spouse, my children, my parents my heirs, assigns, personal representative and estate as set out herein.

DEFINITION: In this Release Agreement the term "Treaty Days Activities" shall include all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees in relation to Prophet River First Nation's practice of its Treaty rights or other activities at the September 2024 Prophet River First Nation Treaty Days celebrations, including but not limited to: Berry picking competition, Bannock making competition, crib tournament (gambling), gunny sack races, trip/fall hazard, egg races, horse shoe tournament, flying metal objects, talent show, poker tournament, handgames, tea boiling contest, sling shot, BINGO, archery, Axe throw, relay race, leg wrestling, leg and back hazards, Animal calls, bugling contest, tug o war, Indian Bingo, and including all other relating harvesting and processing wildlife and plant resources, construction of camping and hunting shelters and infrastructure, use of construction tools and equipment, including but not limited to drills, saws and chainsaws, camping, hiking, running, jumping, biking, travelling to remote areas, use of hunting tools, weapons and all other related hunting equipment, use of motorized vehicles, including but not limited to trucks, cars, quads and snowmobiles, observation of hunting, harvesting and related activities, working with animal hides, preparing food and working with tools, equipment, chemicals or toxic substances, hot oils, boiling water, appliances and open flame, orientation and instruction sessions, gambling, and all other related activities.

ACKNOWLEDGEMENT: I am aware that Treaty Days Activities may not be supervised or monitored by professional staff, including but not limited to medical professionals and emergency responders.

RELEASE AND ASSUMPTION OF RISKS: I am aware that observing and participating in Treaty Days Activities involve many risks, dangers and hazards which may result in serious injury or death including but not limited to: improper use of equipment and vehicles, equipment and vehicle failure, sprains, strains, breaks, scratches, lacerations, cutting, burns, stabbing, gunshot wounds, hazards such as falling, slipping or tripping due to uneven terrain, exposure, overexertion, dehydration, starvation, encounters with domestic or wild animals, accidents or collisions, blindness and loss of hearing, failure to act safely or within one's own ability, negligence of other persons, negligent first aid and negligence on the part of the Releasees. **I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE TREATY DAYS ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE TREATY DAYS ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY AND WAIVER OF CLAIMS: I agree to waive any and all claims that I have or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer,

as a result of my observation or participation in the Treaty Days Activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES** in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of hunting and harvesting tools, weapons and all other related hunting and harvesting equipment, use of camping and hunting shelters and infrastructure, use of food preparation tools, equipment, appliances and open flame, use of motorized vehicles, including but not limited to trucks, cars, quads and snowmobiles, or the risks, dangers and hazards of observing or participating in the Treaty Days Activities.

INDEMNIFICATION AND HOLD HARMLESS: I agree to hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my observation or participation in the Treaty Days Activities;

SURVIVAL: This Release Agreement shall be effective and binding upon my spouse, my children, my parents my heirs, assigns, personal representative and estate, in the event of my death or incapacity;

SEVERABILITY AND CHOICE OF LAW: I agree that the foregoing Release Agreement is intended to be broad and inclusive and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release Agreement shall be governed for all purposes by the laws of British Columbia.

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

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY COMPLETING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY SPOUSE, MY CHILDREN, MY PARENTS MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE MAY HAVE AGAINST THE RELEASEES

By observing or participating in the Treaty Days Activities you are indicating that you understand everything outlined in these terms and conditions.

Name: _____

Signature: _____

MINORS:

For participants under 18 years of age: I hereby certify that I am the parent or guardian of the person named above, and I do hereby give my consent without reservation to the foregoing on behalf of him or her.

Name: _____

Participant Under Your Guardianship: _____

Signature: _____