

CCFMS Field Trip Kit – Appendix A – Field Trip Liability Waiver

English version – dated April 2024 **CONFIDENTIAL**



Voluntary Participation

I, the undersigned, wish to attend and participate, voluntarily, in the following field trip hosted by

[name of CCFMS-affiliated hosting club]

Being the field trip located at

[name and street address location of field trip and optional GPS co-ordinates]

Taking place on

[date(s) of field trip]

Health, Safety, and Inherent Risks Affirmations

I understand, acknowledge, and agree that when attending / participating in the aforesaid field trip:

- 1) I will take responsibility and reasonable care for my own health and safety during the aforesaid field trip.
- 2) I have read the CCFMS Field Trip Code of Ethics and the CCFMS Field Trip Health and Safety Best Practices and I am thus aware of the most common potential risks and hazards to me associated with attending / participating in the aforesaid field trip.
- 3) Additionally, I will take note of any additional site-specific and field trip risks and hazards that the field trip leader(s) and/or property/site owners may identify.
- 4) To mitigate the most common potential risks and hazards associated with attending / participating in the aforesaid field trip, I will follow all direction in the CCFMS Field Trip Health and Safety Best Practices document, as well as all directions from the field trip leader(s), including, but not limited to, the wearing of personal protective equipment (PPE) and appropriate clothing, use of appropriate tools, etc.
- 5) Attending / participating in the aforesaid field trip involves physical activity and requires a reasonable level of fitness. I, and any minor children who may be accompanying me, will not over-exert myself (ourselves) and will stop, rest, and hydrate, when necessary.
- 6) I will inform the field trip leader(s) of any behaviour(s) and/or condition(s) that might endanger me and/or other participants on the aforesaid field trip.
- 7) I will inform the field trip leader(s) of any medical condition(s) that may affect my ability to participate safely in the aforesaid field trip, including medication that may cause drowsiness.
- 8) If I become injured or ill while on the aforesaid field trip:
 - i) I will immediately advise the field trip leader(s).
 - ii) I grant permission for first aid to be performed, including the use of CPR and/or Automated Electronic Defibrillators (AEDs), as necessary.
 - iii) I authorize the sharing of medical information with medical personnel, if required.
 - iv) I authorize, and will assume the costs of emergency transport, if required.

Assumption of Liability

In consideration of permission granted to me in attending / participating in the aforesaid field trip by:

[name of CCFMS-affiliated hosting club]

And by

[name of property/site owner]

And in consideration of the liability insurance provided for the aforesaid field trip by the Central Canadian Federation of Mineralogical Societies (CCFMS),

I agree to and hereby assume all risk of any and all injuries to myself and/or damage or loss of my property while attending / participating in the aforesaid field trip.

I further remise, release and forever discharge and agree to indemnify, and hold harmless on behalf of myself, my family, and next of kin, personal representatives, assigns, executors, administrators, successors, and heirs, the hosting club, the property/site owner, and the CCFMS, including as applicable to each of these entities, its board/council members, officers, field trip leaders, representatives, agents, volunteers, employees, assigns,

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and successors, from all manner of actions, suits, demands, and claims whatsoever which myself, my family, and next of kin, personal representatives, assigns, executors, administrators, successors, and heirs may have now and in the future in connection with all and any injuries to myself and/or damage or loss of my property while attending / participating in the aforesaid field trip. This agreement shall be binding on my heirs, executors, and administrators.

Inclusion of Minor Children (under 18 years of age)

I further understand, acknowledge, and agree that as a parent, legal guardian, or supervising adult that I agree to and hereby assume all risk of all and any injuries to and/or damage or loss of their property to any minor children accompanying me who are listed below, while attending / participating in the aforesaid field trip and that:

- 1) I will ensure that any minor children accompanying me who are listed below will be under my direct supervision and care.
- 2) I also agree that all and any provisions in this Liability Waiver that apply to myself also apply to the minor children accompanying me who are listed below in the participant signatures section.

Concluding Statement

I acknowledge that I have carefully read and understand the entire contents of this Liability Waiver, the CCFMS Field Trip Code of Ethics, and the CCFMS Field Trip Health and Safety Best Practices, as appropriate to participant and/or field trip leaders, and that:

- 1) I am fully aware of the potential risks and hazards associated with attending / participating in the aforesaid field trip.
- 2) I am fully aware of the legal consequences of this Liability Waiver and understand I am waiving certain rights and assuming the risk of any and all injuries to myself and/or damage or loss of my property arising from attending / participating in the aforesaid field trip.
- 3) I agree to the terms and conditions of this Liability Waiver.
- 4) I agree that any part or provision of this Liability Waiver, which is prohibited or which is held to be void or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof.
- 5) The undersigned further expressly agrees that the foregoing Liability Waiver is intended to be as broad and inclusive as is permitted by the law of the province / jurisdiction in which the field trip is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Date

Participant Name(s) (include names of any minor children + their ages) (printed)

Address

Telephone

Allergies or Special Medical Instructions

Participant Signature(s) and/or Parent/Legal Guardian/Supervising Adult Signature(s). Include all adult participant signatures. Digital signatures are acceptable.