

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION

THIS RELEASE IS A BINDING LEGAL CONTRACT. PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS.

I, the undersigned ("Participant"), desire to participate in **Kerrisdale Cameras Ltd.'s Photo Walk** taking place on **(DATE)** _____ which may include, but shall not be limited to ambulation at a location designated by Kerrisdale Cameras and use of cameras at such locations. *Event is Rain or Shine*. In consideration for participation in the event, I hereby agree to be bound by the terms of this **Assumption of Risks, Release of Liability, Waiver of Claims and Indemnification** and by the provisions of any rules and regulations of Kerrisdale Cameras, and the applicable organization(s), if any, responsible for the designated photographic location(s) (the "Rules" and together with the Assumption of Risks, Release of Liability, Waiver of Claims and Indemnification, the "Release").

Name of Event: _____

Participant Name: _____

Participant Address: _____

Phone / Cell phone #: _____

Date of Birth: _____

ASSUMPTION OF RISK: I hereby acknowledge, accept and agree that the Event involve inherent and material risks. I am satisfied as to the information I have received regarding the Event and have had the opportunity to ask any questions that I wished and received thorough answers to my questions. I and am aware that there are significant risks associated with the Event, including but not limited to:

1. Lost, stolen or damaged property;
2. All manner of bodily injury resulting from ambulation at the various photographic locations and use of the supplier cameras (Participant acknowledges that Event is 'rain or shine' and, as such, driving and/or ambulation may be in difficult or precarious weather conditions);
3. All manner of bodily injury resulting from the actions, omissions or negligence of other participants, visitors or other persons who may be present including, but not limited to, falling hikers or dropped items, such as, but not limited to cameras or personal effects;
4. Failure to follow the Rules, employee's instructions or failure to ask for information or assistance, to dress appropriately for the Event and/or to protect, safeguard or use any photographic equipment appropriately.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Event and I agree that such list in no way limits the extent or reach of this Release.

If I see or hear anything that I feel is questionable or dangerous, it is my responsibility to ask or inform the event organizer until corrected or satisfactorily answered. I certify that I have no medical, physical or other conditions that could interfere with my ability to participate in the event. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In order to participate in the Event, I agree as follows:

1. TO RELEASE AND DISCHARGE THE RELEASEES from any and all damages, actions, claims and liabilities of any nature for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, and due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE relating to or arising from the Event. It is my responsibility to abide by the laws of the country and to ensure adequate medical, personal health, dental and accident insurance coverage, as well as protection of my personal possessions;
2. TO WAIVE ANY AND ALL CLAIMS I have or may have in the future against Kerrisdale Cameras Ltd and/or its affiliates and their respective directors, officers, shareholder, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees") in any way related to the Event;
3. TO INDEMNIFY AND HOLD HARMLESS the Released Parties from and against any loss, damage, liability and expense, including costs and legal fees, incurred by a Released Party as a result of my participation in the Event; and

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. In entering into this Release, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Release. The laws of the Province of British Columbia shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability. I agree that any lawsuit brought against any Released Party shall be brought solely in the federal or provincial courts located in the Province of British Columbia.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS