

15.3 Appendix C: Risk Waiver

Volunteer Assumption of Risk, Waiver and Release of Liability

To: The Nature Trust of New Brunswick Inc. (the “Nature Trust”)

I, (print name) _____ (the “Volunteer”) understand that during my participation in volunteer activities (the “Activities”) with the Nature Trust, I may be exposed to a variety of challenges, hazards and risks, foreseen or unforeseen which may result in personal injury, illness, death, or damage to my property. I know that accidents, injuries and damages can occur from natural causes while carrying out such Activities, through the negligence of other Nature Trust volunteers or employees, or from first aid administered by Nature Trust employees and/or volunteers. I further acknowledge and understand that during Activities in rural areas, there may not be a rescuer or nearby medical facilities or any first responder with medical expertise necessary to deal with the injuries and damages which I may be exposed to. I also understand that the Nature Trust does not carry health insurance or any other insurance for the benefit of its volunteers. It is for this reason that the Nature Trust advises its volunteers to first check with their medical physician before engaging in any Activities which may be harmful or dangerous to their health and well being.

Appreciating and understanding all of the possible risks which I may be exposed to, I hereby discharge and release, forever, the Nature Trust, and all of their officers, directors, employees, contractors, agents, volunteers, leaders as well as their successors, assigns and personal representative (the “Releasees”) from all liability or responsibility whatsoever for any injuries or damages I may suffer through my volunteer work, directly or indirectly, howsoever caused and even though such injuries and damages may result from the negligence of the Releasees, or anyone of them, and whether passive or active.

I understand that this Agreement is intended to be interpreted broadly and to be given the utmost legal protection possible to the Releasees and to be governed by and interpreted in accordance with the laws of New Brunswick. This Waiver will remain in full force and affect until ten (10) days following written notification of its revocation is given by the Volunteer to the Nature Trust and the Nature Trust provides a written acknowledgement of receipt of the Volunteer’s revocation to the Volunteer (the “Acknowledgement of Receipt”); PROVIDED THAT such revocation shall only operate to invalidate the waiver with respect to accidents and/or injuries happening after the Acknowledgment of Receipt is given to me.

Subject: Stewardship
Applies to: Stewards

No: 3

I confirm that I have read this Waiver and I understand, and voluntarily assume all risks of such injuries and damages and I agree to be a Nature Trust volunteer.

This assumption of risk, waiver and release is given by me on my behalf and is binding upon me and my heirs, executors, administrators, successors and assigns.

Name (please print): _____

Signature: _____ Date: _____

If the Volunteer is a minor (under 19 years of age), his/her parent or legal guardian must also sign this Assumption of Risk, Waiver and Release to acknowledge their agreement to such assumption of risk, waiver and release on their behalf and on behalf of such minor.

Name of Parent or Guardian (please print): _____ Age of minor: _____

Signature of Parent or Guardian: _____ Date: _____

Please check here if you do **NOT** permit the Nature Trust of New Brunswick (NTNB) to use photos of you and/or minors listed above for NTNB publications or related uses.