

GALIANO GALLOP

Waiver and Claim, Release from Liability and Assumption of Risk

I, _____ (print name), hereby agree as follows to be a participant in the **GALIANO GALLOP** to be held on **September 27th, 2026** on Galiano Island, B.C. (hereinafter called the "Event"). The Event will be organized by The Galiano Trails Society (hereinafter called the "Organizers"), sponsored by various sponsors (hereinafter called the "Sponsors"), carried out on Crown Land, owned by the Queen in Right of the Province of British Columbia as represented by the Minister of Forests, Water, Land and Air Protection and adjacent lands owned by the Galiano Parks and Recreation Commission, the Capital Regional District, the Lions Club of Galiano Island and The Galiano Club (hereinafter called the "Owners") and carried out by various volunteers (hereinafter called the "Volunteers").

1. I have full knowledge, understanding, and appreciation of the nature and the extent of (the inherent) risks and dangers of accidental harm which are involved in participating in the Event and I freely and voluntarily agree to accept and incur these risks. I further acknowledge that the activities involve certain additional risks, dangers and hazards, some of which may include (but not limited to): gravel and/or rough roads, wet or slippery roads, traffic, heat exhaustion, dehydration or sun stroke, changing weather conditions, exposure to temperature extremes or inclement weather; loose trail surfaces, debris on the roads or on the trails, and other participants or spectators. I understand that by my aforesaid knowledge and acceptance of these risks, I voluntarily waive and abandon my rights to any cause of action I may have against any or all of the Organizers, Sponsors, Owners and Volunteers for injury to persons or damage to property which may result from my participation in the Event.

2. I waive any and all claims I may now and in the future have against, and release and forever abandon my rights to any cause of action I may have against any or all of the Organizers, Sponsors, Owners and Volunteers for any personal injury, death, property damage, or loss sustained by me as a result of my participation in the Event due to any cause whatsoever, including without limitation, active or passive or passive negligence, NEGLIGENCE ON THE PART OF THE ORGANIZERS, SPONSORS, OWNERS AND/OR VOLUNTEERS, INCLUDING THE FAILURE ON THE PART OF THE ORGANIZERS, SPONSORS, OWNERS AND/OR VOLUNTEERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENT, imprudence, lack of skill, error of judgment, breach of contract or breach of statutory duty of care on the part of the Organizers.

3. I agree to save harmless and keep indemnified the Organizers, Sponsors, Owners and Volunteers, and their respective agents, officials, servants and representatives from and against all claims, actions, cost and expenses and demands in respect to death, injury, loss or damages to my person or property, howsoever caused, including arising out of, or occasioned by, the negligence of the Organizers, Sponsors, Owners and Volunteers, or any of them, their agents, officials, servants or representatives.

4. I agree that I am responsible for all costs of the rescue or medical attention rendered to me or for my benefit, arising from the Event and I agree to indemnify the Organizer from any and all liability in respect of any all such costs.

5. I acknowledge that in signing the Waiver and Release, I am not relying on any oral, written or visual representations or statements made by the Organizer.

6. In further consideration of my being permitted to use the Organizer's, Owners', Sponsors', and Volunteers' facilities and equipment from time to time, I hereby waive and release my rights to any claim I may have against the Organizers, Sponsors, Owners or Volunteers for any equipment or facility that is damaged or lost, I agree that I may be held responsible for some or all of the insurance deductible payable. If insurance does not cover the damage or loss, then I agree that I may be held responsible for the cost of repairing the damage or replacing the lost equipment.

7. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death.

8. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction.

9. Any litigation involving the parties of this Release Agreement shall be brought solely within the Province of British Columbia, Canada, and shall be within the exclusive jurisdiction of the Court of British Columbia, Canada.

10. I consent to the use of my name, portrait, picture or photograph as part of the Organizer's Event. This is a collection of images of the Organizers' participants in situations, intended to showcase the Organizers' activities. The images in this collection may be used on the Organizer's website as well as in communications or promotional products, such as publications, newsletters, social media, displays, pamphlets and presentations. Should I wish to have my name, portrait, picture or photograph removed from the Organizer's image bank, I am to contact the Organizer. I agree that I shall have no claim against the Organizer or against anyone accessing or using images from this collection. I confirm that I am over 19 years of age and that I have not given anyone the exclusive right to use my name, portrait, picture or photograph.

Initial Here_____

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I am aware of, have read, and understand the rules and regulations governing the Event and agree to abide by the same, specifically:

	By initializing this box, I declare that I am nineteen (19) years of age or over; (if the participant is not 19 years of age or over, then this waiver is to be signed by a parent or guardian)
	By initializing this box, I am aware that I am solely responsible for my own safety while I am participating in the Event, and that I will obey all rules and regulations governing the Event and any safety instructions given to me by the event officials and volunteers.
	By initializing this box, I declare that there are no medical or personal conditions that should prevent me from participating or that may cause a liability of risk or injury while participating in the Event. I am of good physical and medical condition to perform the task needed to be part of the Event.
	By initializing this box, I give consent for the use of any photos or video taken of me during the Event to be copied or reproduced for the purposes of marketing, promotion or education as the Organizer sees fit. Media may include (but is not limited to) website, brochures, information sheets, multi media, etc.

Please disclose any medical or personal items that may affect your safety and have any physical or emotional affect on your participation at the Event in the box below. Items include but not limited to Heart Condition; or any prescription medication...

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITH ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTENDED MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated at _____, in the Province of British Columbia, this ____ day of _____, 2026.

_____ Signature of Participant	_____ Printed Name of Participant
_____ Signature of Witness	_____ Printed Name of Witness

FOR PARTICIPANTS OF MINORITY AGE (UNDER THE AGE OF 19 YEARS AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions of this release/waiver to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse and child/ward, do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s/ward’s involvement or participation in this event as provided above, EVEN IF ARISING FROM THE RELEASEES’ NEGLIGENCE, to the fullest extent permitted by law.

_____ Signature of Guardian if under 19	_____ Printed Name of Guardian
_____ Signature of Witness	_____ Printed Name of Witness

Initial Here_____