



# Thebacha & Wood Buffalo Dark Sky Festival

## August 17<sup>th</sup> to 20<sup>th</sup>, 2023

## Release of Waivers

**WARNING: THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**  
**PLEASE BE SURE TO READ and UNDERSTAND the following information!**

### General Waiver

- 1) I acknowledge both personally, and on behalf of or as legal guardian of the Listed of Attendees (participants) on the Registration Form that there are risks inherent in with the events, activities including but not limited to indoor, outdoor, nighttime activities that may be associated with the Dark Sky Festival (DSF) including injuries. I hereby agree to assume all those risks and responsibilities unconditionally.
- 2) I have read, understand, and accept the *Waiver of Liability* below.
- 3) I confirm that I/we have read the *DSF Etiquette* (below) and agree to abide by any direction or decisions made by the event coordinator or delegate with relation to activities or actions of myself and any participants listed while attending the DSF.

## RELEASE & WAIVER OF LIABILITY and CONDITIONS OF USE

### Waiver of Liability

- Thebacha & Wood Buffalo Astronomical Society (TAWBAS)
  - Thebacha & Wood Buffalo Dark Sky Festival (DSF)
- 1) I agree to hold the Society, co-host, volunteers or associates harmless of any accidents/injuries relating to the activities, programs, and events rendered by the Society. I release and waive any claims that I/we may have or may have in the future have against the Society, co-host, volunteers or associates, from any and all liability for any loss, damage, expense or injury, including death, that I/we may suffer or that our next of kin may suffer, as a result of participation in the activities due to any cause whatsoever.
  - 2) In the event that I cannot be reached in an emergency, I hereby give permission to a First Aid attendant or physician selected by the DSF coordinator(s) to secure and administer treatment, including hospitalization, for the person(s) listed as participants.

## RELEASE and WAIVER OF LIABILITY

YOU WILL HAVE TO ACKNOWLEDGE THIS AGREEMENT DURING REGISTRATION. UPON ARRIVAL AT THE DSF YOU WILL BE REQUIRED TO SIGN THE AGREEMENT BEFORE BEING ALLOWED TO PARTICIPATE IN ACTIVITIES, TO ENTER ANY DSF FACILITIES OR THE PINE LAKE DARK SKY OBSERVATION SITE.

In consideration of being permitted to participate in any way in the Thebacha & Wood Buffalo Dark Sky Festival" (DSF) event to be held August 17, 2023 to August 20, 2023, without limitation I hereby waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue the following parties: (a) all DSF organizers together as a group and as individuals; (b) all Camp Attendants, Management and Board of Directors; (c) any DSF workshop facilitators, coordinators, or assistants, ("collectively, the Facilitators"); (d) any and all other participants at DSF (collectively, "the Peer Participants"), each of their estates, heirs, executors, trustees, committees or administrators, (all of the above, collectively, the "Releasees") for any loss, property damage, expenses or personal injury (including death) that I may suffer, or that my next of kin may suffer, as a result of my participation in DSF due to any cause whatsoever on the part of the Releasees, including: • Negligence (the meaning of which includes failure to use such care as a reasonably prudent person would under similar circumstances and the failure to meet standards of care imposed upon those engaging in DSF activities for the safety or comfort of other participants); • Breach of any other duty imposed by law; • Breach of contract; • Mistakes or errors in Judgment by the Releasees, including, without limitation, mistakes or errors in judgment that may affect my safety.

In addition, I agree to indemnify and hold harmless the Releasees from any and all liability, loss, or damages (including attorney's fees) they may suffer as a result of claims, demands or judgments against them arising out of any injury or damage that I either cause or suffer during my participation in DSF.

I/we are aware that there are certain specific risks inherent in participating in DSF including but not limited to:

- POTENTIALLY HAZARDOUS; terrain, water hazards, weather, wildlife and other obstacles, threats and perils associated with outdoor wilderness excursions, including planned and unplanned activities and events that may be supervised or unsupervised or organized or not by the DSF organizers or may be conducted solely by some other Peer Participant(s);
- CONDUCT OF RELEASEES and PEER PARTICIPANTS; the conduct, including negligence, of the Releasees;
- PROXIMITY OF MEDICAL CARE; which is NOT readily available or effective; and
- PARTICIPATION IN DSF ACTIVITIES; that may challenge participants' physical or emotional boundaries, and which may involve outdoor activities, terrain hazards, use of equipment or other devices, fire or fuel hazards.

I AGREE that, although the Releasees are taking reasonable precaution to reduce the risks and increase the safety of any of the DSF activities, it is not possible to make the DSF activities completely safe or free from risk. I willingly accept PERSONAL RESPONSIBILITY for all the risks and dangers of participating in the DSF Activities. I/we accept and understand that the participants and individuals associated in any way with assisting in the organization of DSF have done so of their own free will and with only the most innocent of intentions. I/we respect that the event in which I am about to participate would not happen without my personal involvement and I/we accept the same level of responsibility of all participants and organizers. I/We willingly consent to the terms of this Agreement even if the Releasees are found in law to be negligent or in breach of a duty of care or any other obligation to me during the course of the DSF activities. In entering into this Agreement I/we am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety or comfort of the DSF activities other than what is set forth in this Agreement.

I/We agree that this waiver and the agreements it contains will be governed in all respects by, and interpreted exclusively in accordance with, the laws of the Northwest Territories, Canada and I irrevocably cede solely to the exclusive jurisdiction of the courts of the Northwest Territories, Canada. I/we agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I confirm that I am at least 18 years of age and that "I HAVE READ AND UNDERSTOOD THIS AGREEMENT" prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my mental or physical incapacity or death. I/We further confirm that the terms and conditions of this Agreement will apply to any minor that is under my care and control and that accompanies me to DSF and that I/we am the legal guardian or parent of any minors that I bring to DSF and as such I/we have the authority to sign this document on their behalf.

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Name of registrant (print)

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Signature of registrant

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Date

## CONDITIONS OF USE

- Parents/guardians are solely responsible for their youth (minor participant) at all times.
- Legal minors (i.e. anyone under the age of 18) must be accompanied by a legal guardian or letter of permission from their legal guardian, naming an adult participant attending the event as their temporary guardian.
- Participants must provide their own camping gear, towels, etc.
- NO PETS are allowed in the common areas of the DSF. Pets must be on leashes while in your designated camping site.
- No consumption of alcohol or other controlled substances is permitted in common areas of the DSF.
- All outdoor fires must be approved by the DSF coordinator.
- We are collectively responsible for the camp facilities and equipment. Participants will be responsible for any damages caused by themselves or their dependents.
- Leave-No-Trace. Everything you bring, take it away.
- All participants must sign the Release of Waivers before entry to any DSF activity.
- Failure to comply with the conditions above will result in removal of the participant from the site.

## Permission Regarding Photographs, Images, Video and Media

By entering an activity or program of the Thebacha & Wood Buffalo Dark Sky Festival (DSF), you are entering an area where photography, audio and video recording may occur.

Your entry and presence on the event premises constitutes your consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of your appearance, voice, and name for any purpose whatsoever in perpetuity in connection with the DSF and its initiatives, including, by way of example only, use on websites, in social media, news and advertising.

By entering the event premises, you waive and release any claims you may have related to the use of recorded media of you at the event, including, without limitation, any right to inspect or approve the photo, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or for any fees for use of such record media.

You understand that all photography, filming and/or recording will be done in reliance on this consent. If you do not agree to the foregoing, please do not enter the event premises.