



WAIVER OF LIABILITY and INFORMED CONSENT AGREEMENT

**WARNING! BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

NAME OF PARTICIPANT: _____ (Must Print)

ADDRESS OF PARTICIPANT: _____

TELEPHONE NUMBER: ____ () _____ BIRTH DATE: _____

EMERGENCY CONTACT NAME: _____

RELATIONSHIP: _____ TELEPHONE NO.: ____ () _____

I acknowledge that in these agreements, the words "Core Angling" wherever used are a trade name used and owned by **Earthshine Investment Inc.**, a corporation incorporated under the laws of the Province of Ontario, Canada.

Initials _____

Acknowledgement of Inherent Risks

I understand and accept that participation in *Core Angling* programs may expose participants to significant risks. Some of the risks which may be present or occur include, but are not limited to, those associated with the following: travel – by plane, automobile, bicycle, boat or on foot, swimming, kayaking, the forces of nature (including, but not limited to, lightning, major storms and strong sun), the physical exertion associated with outdoor activity and a rigorous program, injuries inflicted by animals, insects, reptiles or plants, and the hazards of traveling in steep terrain, including falling.

I understand that the Core Angling program is physically demanding. Clients will participate in the active research surrounding recreational fisheries science which may include, but is not limited to, wading, kayak travel, fishing from an unstable platform (boat) and other activities as may be planned by the staff of Core Angling.

I certify that I am over the age of 18 years and that there are no legal impediments to my giving this acknowledgement.

Initials _____

DISCLAIMER CLAUSE

Core Angling, its agents, officials, officers, directors, employees, volunteers, contractors, servants or representatives is not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in angling expeditions and all related activities of Core Angling programs, including injury, loss or damage which might be caused by the negligence of Core Angling.

Initials _____

“**Core Angling Programs**” include accommodation in residence and condominium style buildings, travel on charter and public transportation on the island of Eleuthera, The Bahamas, fishing (both wade and via boat), boat tours and other activities as determined by the Core Angling program organizers.

DESCRIPTION OF RISKS

In consideration of my participation in the Core Angling program and all related activities, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with the Core Angling program and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle, airplane or boat which could include but are not limited to an accident resulting in severe physical injuries or death;
- Intoxication and/or alcohol poisoning from the alcohol I consume during the Core Angling program and all related activities whether voluntarily or through coercion resulting in illness, injury or death;
- Food-related illness resulting from any meal arranged for me by the Core Angling organizers;
- Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries which might result from participation in Core Angling programs;
- Injuries resulting from hook wounds, either self inflicted or inflicted by others;
- Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;
- Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
- Injuries resulting from walking on a hill, slipping and/or falling;
- Injuries or illness resulting from Barotraumas or Non Barotraumas, dangerous marine life, drowning or other underwater injuries;
- Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of Core Angling;
- Changes in weather or temperatures which may result in dehydration, hypothermia, frostbite, windburn, sunburn, colds or flu;
- Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities;
- The risks associated with returning to my residence after participating in the program and/or related activities.

Initials _____

INSURANCE

1. I acknowledge that Core Angling provides no insurance of any kind.
2. I acknowledge that Core Angling will pay for my one year membership in the Divers Alert Network (DAN) which provides insurance to its members, subject to the limitations set out in your DAN membership.
3. I acknowledge that in the event of a medical/health problem, Core Angling accepts no responsibility for any costs associated with a medical or health problem nor will it pay for any medical or health expenses that may be incurred by the participant.
4. I acknowledge that should Core Angling become responsible for any such costs, I agree to indemnify it forthwith upon demand by Core Angling.
5. I acknowledge that injury, death or damage may result from the failure to follow accepted first aid procedures and from the failure of attempts to evacuate me for medical reasons or from injuries I sustain during or as a result of evacuation attempts.
6. I acknowledge the risks from visiting an area where medical evacuation may not be feasible.

Initials _____

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for allowing me to voluntarily participate in the program and all related activities, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participation in the Core Angling program and all related activities, even though such risks may be caused by the negligence of Core Angling;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating in the Core Angling program and all related activities, even though such injury, loss or damage may have been caused by the negligence of Core Angling;
3. **TO HOLD HARMLESS AND INDEMNIFY** Core Angling from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Core Angling program and all related activities;
4. **TO HOLD HARMLESS, INDEMNIFY AND RELEASE** Core Angling, its officers, directors, agents, volunteers, employees and representatives from liability for any and all claims, demands, actions and costs which might arise out of my participation in the Core Angling program and all related activities, even though such claims, demands, actions and costs may be caused by the negligence of Core Angling.

Initials _____

Medical Conditions

1. I agree to advise the organizers of the Core Angling program, prior to the start of the program, of any existing medical conditions or injury

Initials _____

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT IN INTERPRETING THIS DOCUMENT, the “*contra proferentem*” rule shall **not** be applied against Core Angling and that I am assuming risks, both known and unknown, for me and I do so freely and of my own accord.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS _____ day of _____, 20_____

Signature of Participant

Signature of Witness

Printed Name of Witness

Address & Phone Number of Witness