



Embrace the Planet Project

Participant Waiver and Release of Liability

From Sea to Sky — Vancouver Island Trail Expedition 2027

Cape Scott to Victoria · Approximately August – October 2027

IMPORTANT — PLEASE READ CAREFULLY BEFORE PARTICIPATING. This Waiver and Release of Liability (the “Waiver”) affects your legal rights. By signing below (or, where registration is completed electronically, by checking the acknowledgment box), you confirm that you have read, understood, and agree to be legally bound by all of the terms set out below.

This Waiver is entered into between the individual named below (or, in the case of a minor participant, the minor’s parent or legal guardian acting on their behalf) (“Participant”) and the Embrace the Planet Project (“ETPP”), organized under the direction of Sunniva Sørby (sunnivasorby.com).

The **From Sky to Sea — Vancouver Island Trail Expedition 2027** (“the Expedition”) is a guided multi-week wilderness traverse of the Vancouver Island Trail, travelling approximately 800 kilometres from Cape Scott Provincial Park in the north to Victoria, British Columbia in the south. The Expedition includes extended backcountry travel through remote terrain, citizen science fieldwork, community engagement with First Nations communities, and associated support and join-in activities. **The Expedition involves genuine wilderness risk and physical challenge.**

Your signature (or electronic acceptance where applicable) of this Waiver is legally binding and has the same effect as a handwritten signature.

1. Acknowledgment of Risks

The Participant acknowledges and agrees that participation in the Expedition involves inherent risks, hazards, and dangers that cannot be entirely eliminated, including but not limited to:

- physical injury, illness, disability, or death arising from hiking, backcountry travel, and wilderness activities;

- risks associated with remote terrain including old-growth forest, coastal cliffs, river crossings, tidal areas, and variable trail conditions;
- exposure to severe, unpredictable, or extreme weather and environmental conditions;
- encounters with wildlife, including bears, cougars, wolves, and marine wildlife;
- risks associated with citizen science fieldwork, including water sampling, coastal surveys, and wildlife monitoring;
- evacuation delays or difficulties due to remote location and limited access;
- risks associated with travel to and from the Expedition staging points;
- loss of or damage to personal property; and
- any other risks arising from participation in a multi-week remote wilderness expedition.

The Participant voluntarily assumes all risks of participation, including any risks arising from the negligence of ETPP, Sunniva Sørby, and their respective directors, officers, employees, contractors, guides, volunteers, agents, and affiliates (collectively, the “Released Parties”).

2. Physical Fitness and Medical Disclosure

The Participant represents and warrants that:

- they are in adequate physical condition to participate in the Expedition activities as planned;
- they are not aware of any medical condition, disability, or other factor that would make participation in the Expedition unsafe or inadvisable;
- they have disclosed to ETPP any medical conditions, allergies, medications, or other health considerations that may affect their ability to participate safely; and
- they accept full responsibility for ensuring their own health and fitness throughout the duration of the Expedition.

The Participant acknowledges that ETPP **does not provide medical supervision or on-site medical personnel** during all phases of the Expedition, and that access to emergency services may be significantly delayed due to the remote nature of the terrain.

3. Waiver and Release of Liability

In consideration of being permitted to participate in the Expedition, the Participant, on behalf of themselves and their heirs, executors, administrators, and assigns, hereby **irrevocably waives, releases, and forever discharges** the Released Parties from any and all present and future claims, demands, damages, losses, costs, and liabilities of any kind whatsoever, whether known or unknown, arising out of or in connection with the Participant’s participation in the Expedition, including any claims arising from:

- the negligence of any of the Released Parties;
 - any accident, injury, illness, disability, or death suffered by the Participant;
 - any loss of or damage to the Participant’s property;
 - decisions made by expedition leadership regarding route, timing, safety protocols, or evacuation;
- or

- any other event or circumstance arising from or related to participation in the Expedition.

For greater certainty, this waiver and release applies to claims arising from negligence, gross negligence, carelessness, or recklessness on the part of the Released Parties, to the fullest extent permitted by applicable law.

4. Indemnification

The Participant agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, damages, losses, costs, liabilities, and expenses (including reasonable legal fees) brought by any third party arising out of or related to:

- the Participant's actions or omissions during or in connection with the Expedition;
- any breach by the Participant of this Waiver; or
- any claim by the Participant or a third party arising from the Participant's participation in the Expedition.

5. Expedition Rules and Conduct

The Participant agrees to:

- follow all safety instructions, protocols, and reasonable directions given by Sunniva Sørby and the ETPP expedition leadership team at all times;
- behave with respect toward all First Nations communities, knowledge-keepers, and community members encountered during the Expedition;
- adhere to Leave No Trace principles and ETPP's environmental management protocols throughout the Expedition;
- not undertake any unauthorized solo travel or route deviations without prior approval from expedition leadership; and
- immediately report any injury, illness, or safety concern to expedition leadership.

6. Insurance

The Participant acknowledges that ETPP **does not provide personal accident, health, or travel insurance** for Participants. The Participant is solely responsible for obtaining appropriate health, accident, evacuation, and travel insurance for the duration of the Expedition. The Participant strongly recommends that comprehensive wilderness evacuation and emergency medical coverage be in place prior to the Expedition start date.

7. Filming, Photography, and Citizen Science

The Participant acknowledges that the Expedition includes a documentary and storytelling component. By participating, the Participant consents to being filmed, photographed, and recorded during Expedition activities for ETPP's educational, storytelling, and promotional purposes, including but not limited to social media, documentary film, educational programming, and media coverage.

The Participant further acknowledges that citizen science data collected during the Expedition (including wildlife observations, water quality samples, and biodiversity records) may be shared with third-party scientific organizations, First Nations communities, and public databases.

8. Minor Participants — Parental or Guardian Consent

If the Participant is under the age of majority in their province or territory of residence, this Waiver must be signed by the Participant's parent or legal guardian. By signing on behalf of a minor, the parent or legal guardian confirms that they:

- are the parent or legal guardian of the minor participant named below;
- consent to the minor's participation in the Expedition;
- have read and understood this Waiver and accept its terms on behalf of both the minor and themselves;
- acknowledge and assume all risks of participation on behalf of the minor;
- undertake to ensure adequate supervision of the minor and take complete responsibility for their actions, safety, and well-being during the Expedition; and
- agree to the indemnification obligations in Section 4 above, on behalf of the minor and themselves.

Note: *The age of majority is 18 years in Alberta, Manitoba, Ontario, Prince Edward Island, Quebec, and Saskatchewan, and 19 years in British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, and Yukon.*

9. General Provisions

Entire Agreement. This Waiver constitutes the entire agreement between the Participant and ETPP with respect to its subject matter.

Severability. If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Governing Law. This Waiver shall be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable laws of Canada. The parties attorn to the exclusive jurisdiction of the courts of British Columbia.

Voluntary Acceptance. The Participant confirms that they have read and understood this Waiver, that they are accepting it voluntarily and without duress, and that they have had the opportunity to seek independent legal advice prior to signing.

By signing below, I confirm that I have carefully read, understood, and agree to this Participant Waiver and Release of Liability for the Embrace the Planet Project — From Sky to Sea Vancouver Island Trail Expedition 2027. If I am signing on behalf of a minor participant, I confirm that I am their parent or legal guardian and that I accept the terms of this Waiver on behalf of both the minor

and myself. I acknowledge that I am agreeing to this Waiver and Release freely and voluntarily and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Full Legal Name (Print): _____

Signature: _____

Date: _____

Home Address: _____

City / Province / Postal Code: _____

Email Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

FOR MINOR PARTICIPANTS ONLY — Parent / Guardian Signature

Parent / Guardian Full Name (Print): _____

Parent / Guardian Signature: _____

Date: _____

Relationship to Minor: _____