

2021-2022 Windermere Valley Youth Centre Waiver

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Middle Initial	
Address	Street			
	City	Prov	Postal Code	
Birthdate	Year	Month	Day	Male / Female
	Email		Phone Number	
Emergency Contact			Emergency Phone Number	

(the "Participant")

TO: WINDERMERE VALLEY YOUTH CENTRE SOCIETY, including their respective directors, officers, representatives, employees, agents, independent contractors, sponsors, volunteers, successors and assigns (all of whom are hereinafter referred to as the "Releasees").

ASSUMPTION OF RISKS

I FREELY ACCEPT AND AM FULLY AWARE of the dangers involved in the performance of the Activities and Programs, and the dangers inherent to all board and wheeled sports (skateboard, scooter, roller blades, biking), including those caused by gravitational forces or otherwise. I understand and accept that by engaging in the Activities and Programs, my life and physical safety are endangered. MOREOVER, I understand and accept that the above mentioned dangers exist within the Activities and Program areas, and may include environmental conditions, technical equipment and atmospheric influences, or manmade or natural obstacles. I am aware that certain movements or actions cannot always be anticipated or controlled and therefore cannot be avoided or prevented through safety measures. I am aware of the physical exertion required to participate in the Activities and Programs, and I am aware that this exertion may activate, re-activate or aggravate pre-existing injuries, conditions, symptoms or congenital defects.

FURTHERMORE, I am aware that skateboarding, scootering, roller blading, biking and participation in the Activities and Programs involves many inherent risks, dangers and hazards including, but not limited to: changing weather conditions; concrete, pavement, rails, ledges and other obstacle dangers; natural objects; trees, rocks; the condition of concrete and other riding surfaces; changes or variations in the terrain used for the Activities and Programs, which may create blind spots or areas of reduced visibility; changes or variations in the terrain surface or subsurface; impact or collision with other persons, including other skateboarders, or scooters, or bikes, or roller blades, spectators, participants, competitors or course officials; the failure to act safely or within one's own ability or within designated areas; impact or collision with objects or equipment used in connection with skateboarding and Activities and Programs of the Releasees; negligence of other persons, including other riders, spectators, participants, competitors, course officials; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO

TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES AND PROGRAMS. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for skateboarding, scootering, roller blading, biking and the Activities and Programs of the Releasees, and that many are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND PROGRAMS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

1. WAIVER

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my presence at or participation in the Activities and Programs DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF RELEASEES TO TAKE REASONABLE STEPS TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND PROGRAMS;

CURRENT RELEASE

2. The Participant acknowledges that this agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant’s spouse, heirs, executors, administrators, legal representatives and assigns.

FITNESS TO PARTICIPATE

3. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activity. If required, the Participant will obtain a medical examination and clearance.

FULL AND FINAL SETTLEMENT

4. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

5. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

6. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

7. This Agreement contains the entire agreement between the Parties and the terms of this Agreement are contractual and not a mere recital.

GOVERNING LAW

8. This Agreement will be constructed in accordance with and governed by the Laws of the Province of British Columbia, Canada.

I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Adult Witness: _____	Signature of Participant: _____
Print Adult Witness Name Clearly: _____	Date: _____

NOTE: if the Participant is under 19 years of age, parent or guardian MUST sign below.

INDEMNITY AGREEMENT OF PARENT / GUARDIAN

I DECLARE THAT I am the parent or lawful guardian of the Participant and, as such, I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to the Participant or any third party resulting from the Participant’s participation in the Activities or Programs.

I AGREE AND ACKNOWLEDGE that in the event this Release Agreement is not enforceable against the Participant, I will indemnify the Releasees from and for any and all expenses, including but not limited to legal costs, disbursements and payments made pursuant to a settlement or judgment, incurred in connection with the Participant’s participation in the Activities or Programs.

IN CONSIDERATION OF the Participant being accepted as a registered member of the Releasees and in consideration of the Participant being permitted to participate in the Activities and Programs of the Releasees, I, being a parent or lawful guardian of the Participant, **HEREBY CONSENT** to such participation by the Participant and acknowledge and agree to the terms hereof on my own behalf as well as that of the Participant to the extent permitted by law.

Signature of Adult Witness: _____	Signature of Parent or Guardian: _____
Print Witness Name Clearly: _____	Date: _____