

RELEASE, WAIVER, INDEMNITY AND ASSUMPTION OF RISK

\*\* WARNING: BY SIGNING THIS WAIVER, YOU WAIVE IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE \*\*

# DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Name: Address: City: Prov.: Postal Code: Gender: M/F DOB: Age: Phone Number: Email:

Emergency Contact: Relationship to Participant: Emergency Contact Phone: Emergency Contact email:

# Medical Conditions:

Previous or current medical conditions that may affect Participant’s involvement:

Please note any special considerations in regards to the Participant’s health care that may need to be addressed:

Does the Participant have any allergies the instructor may need to be aware of?

IN CONSIDERATION of Selkirk College allowing me to participate in any and all activities of every nature or kind as may be made available to me when taking **(Identify the course and location)**

(collectively, the “Activities”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, agree as follows:

# Defined Terms:

1. Any reference to:

(a)

(b)

“I” or “me” means myself, the Participant, and my respective heirs, next of kin, executors, personal representatives, administrators, insurers, successors, assigns, and anyone acting in any capacity on my or their behalf; and

“Selkirk College” means Selkirk College and all of its agents, directors, officers, shareholders, partners, employees, contractors, volunteers, and representatives.

# Assumption of Risks:

1. I acknowledge, understand, recognize and fully accept that the Activities may include and involve many risks or hazards, and may take place where conditions are variable and unpredictable and can change without notice, affecting the safety of any participant, including me, and could result in serious personal injury, illness, death, loss or damage to property, or mental distress (including anxiety or embarrassment). The risks and hazards include but are not limited to:
   1. Overusing, exerting, or stretching muscles, or strenuous cardiovascular workouts;

(b)

(c)

(d)

Vigorous physical exertion, rapid movement, and quick turns and stops;

Falling due to slips, trips, or uneven, slippery or irregular terrain or surfaces;

Contact, colliding or being struck by other individuals or objects;

(e)

(f)

Mechanical failure of any equipment or object;

Activities of other participants, observers, and/or other persons.

1. Despite these risks and hazards, I freely, fully and unconditionally acknowledge, assume and accept all such risks and hazards associated with the Activities, whether known or unknown and howsoever caused.

# Release and Waiver of Liability:

1. I waive any and all claims I may have, and release Selkirk College from all liability for any and all claims, costs, demands, damages, debts, dues, bonds, covenants, contracts, expenses, actions and causes of action, whether in law or in equity, whether direct, indirect or consequential, and by reason of any cause whatsoever, including negligence, gross negligence, breach of contract or breach of any statutory, regulatory or other duty of care (collectively, “Claims”),

in respect of any death, injury, loss or damage to my person or property of whatever kind and howsoever caused, including injuries or damage I may cause to other participants (collectively, “Loss and Damage”), arising from or relating in any way to the Activities, whether as a participant or otherwise.

1. I acknowledge and agree that my image or likeness may be recorded during my activities during this activity and that such images or likenesses may be used in advertising or for other purposes now or in the future in either static image or video form.

# Agreement not to Sue:

1. I promise and covenant not to make any Claims or pursue any proceedings against Selkirk College, or any natural person, corporation or other legal entity that might claim contribution or indemnity against Selkirk College, whether under the provisions of any statute or otherwise, with respect to any issue arising from or relating in any way to my participation in the Activities, whether as a spectator, participant, or otherwise, notwithstanding that either or both of the Claims and the Loss and Damage may have been caused, contributed to or occasioned by the acts, omissions or other conduct of Selkirk College.

# Indemnity:

1. I indemnify, hold and save harmless Selkirk College from any loss, claim, damage award, action, cause of action, cost or expense Selkirk College or their employees, agents and subcontractors may sustain, incur, suffer or be put to at any time during or after I participate arising directly or indirectly or contributed to by me or any act or omission by me including any representation or warranty I have made becoming untrue or incorrect and against any and all liability, leases, damages, fines, costs or penalties that Selkirk College may incur due to any claim made against it arising from or relating in any way to my participation in Activities, whether as a spectator, participant, or otherwise.

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Choice of Law and Jurisdiction:

1. I agree that this agreement shall be governed by and interpreted in accordance with the applicable laws of BC. I irrevocably attorn to the exclusive jurisdiction of the Courts of BC concerning any matter that may arise in relation to this agreement.

By signing this form, I acknowledge having read, understood and voluntarily agreed to the entirety of this Agreement. I acknowledge and agree that Selkirk College cannot provide me with legal advice in association with this Agreement and that I have had or been given the opportunity to seek independent legal advice. I further acknowledge that no oral statements, representations or inducements have been made by Selkirk College, in respect of my participation in Activities or in respect of the signing of this Agreement. I further agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of it is held to be invalid, the remainder of it shall nevertheless be effective and binding. I understand that I am giving up legal rights by signing this Agreement, which is intended to be a full and final release and waiver.

Name of Participant:

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Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

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Witness:

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