

HAIDA GWAII REGIONAL RECREATION COMMISSION

GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE. PLEASE READ CAREFULLY.**

Definitions

In this Agreement, the term “recreational activities” shall include all activities, programs, events, classes, and services provided, sponsored or organized by Haida Gwaii Regional Recreation Commission including but not limited to: games, tournaments, practices, intramurals, drop-in or registered programming, personal training, use of strength training and fitness conditioning equipment, machines and facilities, orientational or instructional sessions or lessons.

1. This is a binding legal agreement; therefore, clarify any questions or concerns *before* signing. As a Participant in Haida Gwaii Regional Recreation Commission programs and events for the ____ year, the undersigned, being the Participant and/or the Parent/Guardian of the Participant (collectively the “Parties”) acknowledges and agrees to the following terms:

Disclaimer

2. Haida Gwaii Regional Recreation Commission and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collective the “Organization”) are not responsible for any injury, personal injury, damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the programs, activities and events of the Organization. I hereby remise, release, and forever hold harmless the Haida Gwaii Regional Recreation Commission from any and all liability for any damage to property of, or personal injury to, any third party resulting from my participation in the recreational programs and activities. In entering into this agreement, I am not relying on any oral, written or visual representations or statements made by the Haida Gwaii Regional Recreation Commission.

We have read and agree to be bound by paragraphs 1 and 2: _____ (initial)

Description of Risks

3. The Participant is participating voluntarily in recreational activities of the Organization. In consideration of my participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the recreational activities of the Organization and may be exposed to such risks, dangers and hazards. The risks, dangers, and hazards include, but are not limited to:
 - a. Personal injury, death or loss which may result, directly or indirectly from my participation;
 - b. Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes and the transmission of communicable diseases, including viruses of all kinds, bacteria, parasites or other organisms or the mutation thereof.
 - c. Premises: defective, dangerous or unsafe conditions of the facilities, falls, collision with objects, walls, equipment or persons, dangerous, unsafe, or irregular conditions on surfaces, extreme weather conditions, travel to and from premises

- d. Use of equipment: mechanical failure of the equipment, negligent design or manufacture of the equipment, the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment. Failure to use or operate the equipment within my own ability.
 - e. Advice: negligent advice regarding recreational activities
4. Furthermore, the Parties are aware:
- a. That injuries sustained can range from moderate to severe;
 - b. That the Participant may experience anxiety while challenging themselves during activities;
 - c. That the Participant's risk of injury is reduced if they follow all rules established; and
 - d. That the Participant's risk of injury increases as they become fatigued.

Release of Liability

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- a. That the Participant's physical condition has been verified by a medical doctor to participate in recreational activities of the Organization. The Participant will inform the Organization and any leaders or employees as required, of any medical, psychological, or physical conditions which may affect their ability to participate in any program or activity. Describe below all past and current conditions, how they affect you, symptoms of onset, and the causes or potential causes of onset. Please include where you keep any emergency medications and how to administer:
- _____
- _____
- b. To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in such recreational activities, events, and programs;
 - c. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the activities, events, and programs of the Organization.

We have read and agree to be bound by paragraphs 3 -5: _____ (initial)

Acknowledgement

6. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, executors, administrators and representatives. It is agreed that this agreement will be governed by and interpreted in accordance with the laws of British Columbia and Canada, as applicable. I, the Participant, confirms that I am aged 19 years or older or if the Participant is below 19 years of age, I, the parent/legal guardian of the Participant signing consent to this agreement acknowledge and confirms that the applicant may participate in the recreational activities offered by the Organization. It is understood that this waiver will be retained by the Organization and is valid for all recreational activities offered in which I choose to participate.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date