

RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

IN CONSIDERATION of being permitted to compete, officiate, observe or participate in any way in the events organized or sponsored by the **Orca Probus Club (Courtenay/Comox) #136**, which events may include but are not limited to cycling, hiking, walking, dancing, golfing, skiing, snowshoeing, trekking, alcohol and food consumption, transportation (all of which are collectively referred to as the "Events"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the undersigned, for and on behalf of myself, my heirs, executors, administrators, next of kin and assigns, HEREBY:

1. ACKNOWLEDGE that the Events involve inherent RISKS, DANGERS AND HAZARDS which may cause BODILY INJURY and/or DEATH and/or PROPERTY DAMAGE;

2. WAIVE any and all claims that I may have against Orca Probus Club (Courtenay/Comox) #136, Probus Centre-Canada, Inc., and each of them, their directors, officers, event coordinators, members, (all of whom are collectively referred to as the "Releasees");

3. RELEASE the Releasees from any and all liability for any loss, damage, expense or injury, permanent or otherwise, including death, that I may suffer arising out of or related to the Events or as a result of my participation in the Events DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM KNOWN OR UNKNOWN RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENTS;

4. ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, PERMANENT OR OTHERWISE, DEATH OR PROPERTY DAMAGE that I may suffer arising out of or related to the Events or as a result of my participation in the Events WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; and **WAIVE NOTICE** of all RISKS, DANGERS, HAZARDS AND CONDITIONS in or about the Events;

5. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur as a result of my participation in the Events WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; and

6. AGREE that this *Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement* is intended to be as broad and inclusive as is permitted by the laws of the Province of British Columbia, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read this *Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement* prior to signing it, fully understand its terms, and understand that by signing it I am affecting the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators and assigns in relation to the Releasees. I **ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, REPRESENTATION, ASSURANCE, OR GUARANTEE BEING MADE, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

PARTICIPANT _____ **SIGNATURE** _____ **Date** _____

WITNESS _____ **SIGNATURE** _____ **Date** _____