

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

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, SEEK COMPENSATION.**

This document is to be signed by (*print name*) _____ (the “**Participant**”) together with (*print name(s)*) _____, being the parent(s) and/or guardian(s) of the Participant, in order to participate in the following:

Twisted Tuesday's

and related events and activities (collectively referred to as the “**Program**”)

We, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, are aware that the **Program** involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to::

- (a) the use of equipment, materials or facilities related to the **Program**;
- (b) the actions or negligence of the Participant or other participants in of the **Program**;
- (c) the actions or negligence of the **Community and Family Service Department of the Municipality of Jasper** or its directors, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the “**Organization**”);
- (d) the actions or negligence of the **Municipality of Jasper** or its councillors, officers, employees, agents or representatives of any kind (collectively referred to as the “**Municipality**”); and
- (e) any additional risks arising out of the **Program** and related events and activities.

We, the undersigned Participant and the parent(s) and/or guardian of the Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss, exposure to or contraction of communicable diseases, including Covid-19. or any other loss or expense resulting to the Participant or myself/ourselves.

We, the undersigned Participant, and the parent(s) and/or guardian of the Participant, hereby agree as follows:

- (a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that I have or may have in the future against the **Organization** and/or the **Municipality**;
- (b) **TO RELEASE THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in or use of the **Program**, due to any cause whatsoever, including negligence on the part of the **Organization** and/or the **Municipality**;
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, exposure to or contraction of communicable diseases, including Covid-19, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the **Program**, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
- (d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** myself, and my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant and the parent(s) and/or guardian of the Participant, hereby acknowledge that we have read the foregoing, and have had the opportunity to ask questions and clarifications before signing, and have explained its meaning to the Participant. We acknowledge that we understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: _____

Witness Name (*print*): _____ **Participant Signature:** _____

Witness Signature: _____ **Parent/Guardian Signature:** _____

Parent/Guardian Signature: _____