

SECOND SIXTIES OUTDOOR CLUB (CONFEDERATION PARK)

*This Agreement must be completed in full, signed and witnessed before taking part in any activity of the
SECOND SIXTIES OUTDOOR CLUB (CONFEDERATION PARK).*

PARTICIPANT RISK ACKNOWLEDGEMENT, ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIM AND INDEMNITY AGREEMENT

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

PLEASE READ VERY CAREFULLY!

NAME:-----,-----,-----
Surname First Name Initials

ADDRESS-----,-----,-----,-----
Street City/Province Postal Code Telephone No.

TO: SECOND SIXTIES OUTDOOR CLUB (CONFEDERATION PARK), hereinafter referred to as "the Club";

RISK ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS:

I am aware that participation in the activities of the Club involves many risks, dangers and hazards including, but not limited to travel to and from activity areas, becoming lost or separated from a group, changing weather conditions, loose gravel, rocks, ice, mud, roots, open water, cliffs, slides, avalanches, flying objects, animal attacks, collisions with trees and/or other natural and/or man-made dangers or obstructions associated with the activity areas and the various activities of the Club. I agree that the Club, its servants and agents are not liable for any loss, damage, injury, evacuation costs, medical costs or any other expenses or costs caused to me, incurred by me, or incurred on my behalf, resulting from or in connection with any Club activities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES OF THE CLUB AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIM AND INDEMNITY AGREEMENT:

In consideration of the Club allowing me to participate in its activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1) **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the Club, its directors, officers, members, agents and representatives, (all of whom are hereinafter collectively referred to as "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 participation in the activities of the Club due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.
- 2) **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the activities of the Club.
- 3) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death.
- 4) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and
- 5) That any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.
- 6) That nothing in this Agreement shall restrict the right of the Club to refuse permission or to replace my participation in any activity.
- 7) That this Agreement shall be effective and binding until such time as I have terminated my association with the Club and revoked said Agreement by properly given written notice to:

SECOND SIXTIES OUTDOOR CLUB (CONFEDERATION PARK)
c/o Confederation Park 55+ Activity Centre, 2212 - 13th Street N.W. Calgary, Alberta, AB, T2M 4P7

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set out in the Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND AM AWARE THAT BY SIGNING THE 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.

I ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT FOR MY RECORDS.

Signed at _____, Alberta, this ____ day of _____, _____ 'AD

Participant's Signature

Signature of Witness

Please PRINT Name Clearly

Please PRINT Name Clearly