

## **WAIVER OF LIABILITY AND RELEASE OF CLAIMS**

**READ CAREFULLY, BY SIGNING THIS YOU GIVE UP ALL RIGHTS TO LITIGATION OR CLAIM**

**TO:** Edmonton Mandarin Immigrant Society, its directors, officers, employees, guides, agents, volunteers, members and representatives (hereafter jointly and individually referred to as "the Centre")

We, the undersigned, jointly and individually, AGREE TO THIS RELEASE OF CLAIMS AND WAIVER OF LIABILITY in favor of the Centre, in relation to our participation in the activities of the Centre, including preparations for such activities.

We understand that athletic and recreational activities involves certain dangers, not all of which can be listed here. Among the more obvious and frequent are:

1. Exposure to variable extremes in weather that may cause injury due to heat or cold.
2. Exposure to natural and unnatural hazards including trees and rocks.
3. Absence, inadequate or improper supervision, training or skill, of the Centre.
4. Faulty or improper equipment.
5. Transportation by public or private motor vehicle and associated risks.

We are not relying on any oral or written statements made by the Centre, whether in brochures, advertisements or in individual conversations to lead us to become involved in the activities on any basis other than our full assumption of risks involved.

We accept all of the risks and the possibility of death, personal injury, property damage and loss resulting from the activities organized by the Centre.

We, jointly and individually, release the Centre from any and all liability for our personal injury, death, property damage, or other loss we may suffer as a result of our participation in any of the activities for any cause whatsoever including negligence or gross negligence on the part of the Centre, whether such claims arise by contract, tort, in equity or by reason of breach of a legal or statutory duty.

We certify that we are physically capable and fit to participate in the activities and have no medical condition or needs other than those specified below.

I, the undersigned legal guardian, confirm that I am the legal guardian of the child. This Agreement shall be effectively whether I, the legal guardian, participate in such activities.

I, the undersigned legal guardian, agree that I will pay for all costs incurred by the Centre, including compensation, costs, damages, and penalties should a suit or claim be launched on my child's behalf.

We confirm that we have read over this Agreement before signing, that we understand it and that it will be binding on our respective heirs, next of kin, executors, administrators and assigns.

We agree that the laws of the Province of Alberta shall govern this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the City of Edmonton, the Province of Alberta.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Legal Guardian  
on Behalf of the Child

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Print Name of Child

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness' Name (Print)

