

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

<u>WARNING</u>: BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, AND SEEK COMPENSATION.

I, the undersigned **Participant**, am aware that training offered by the Town of Strathmore (the "**Training**") involves inherent risks, dangers and hazards that may result in all manner of injury or loss, including potentially serious or lifethreatening injury and death, resulting from:

- (a) the use of equipment, materials or facilities related to the **Training**;
- (b) the actions or negligence of the **Participant** or other participants in/users of the **Training**;
- (c) the actions or negligence of other users of facilities used by the **Training**;
- (d) the actions or negligence of the Town of Strathmore or its council, officers, employees, agents, invitees, or representatives of any kind (collectively referred to as the "Municipality"); or
- (e) additional risks arising out of the **Training** and related events and activities.
- I, the undersigned **Participant**, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself and hereby agree as follows:
 - (a) TO WAIVE ANY CLAIMS AND RELEASE 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 respective next of kin or legal representatives may suffer as a result of my participation in the Training, due to any cause whatsoever, including negligence on the part of the Municipality; and
 - (b) TO HOLD HARMLESS AND INDEMNIFY THE MUNICIPALITY from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in the Training, 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.
- I, the undersigned **Participant**, further confirm that my physical condition and fitness are adequate for participation in the **Training**.
- I, the undersigned **Participant**, agree to comply with all rules, regulations and instructions of the **Training**, and consent to receive any and all medical treatment which organizers of the **Training** consider advisable in the event of an illness or injury suffered by myself during the **Training**.
- I, the undersigned **Participant**, hereby acknowledge that I have read the foregoing, and have had the opportunity to ask questions and clarifications before signing, and have explained its meaning to the **Participant**. I acknowledge that I understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date:		
Witness Name (<i>print</i>):)	Participant Name (print):
Witness Signature:)	Participant Signature:

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This personal information is being collected under the authority of Section 33(c) of the *Freedom of Information and Protection of Privacy Act* and will be used for Program purposes. It will be treated in accordance with the privacy protection provisions of Part 2 of the *Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection, contact the FOIP Contact for the Town of Strathmore at 403-934-3133.