



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

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

We, the undersigned **Participant** and the parent(s) and/or guardian(s) of the **Participant**, are aware that the 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 life-threatening 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 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) any other additional risks arising out of the **Training** and related events and activities.

We, the undersigned **Participant** and the parent(s) and/or guardian(s) of the **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 the **Participant** or myself/ourselves and we 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 the **Participant** or myself/ourselves may suffer or that respective next of kin or legal representatives may suffer as a result of 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 ourselves, 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.

We, the undersigned **Participant** and the parent(s) and/or guardian(s) of the **Participant**, further confirm that the **Participant's** physical condition and fitness are adequate for participation in the **Training**.

The **Participant** agrees to comply with all rules, regulations and instructions of the **Training**, and consents to receive any and all medical treatment which organizers of the **Training** consider advisable in the event of an illness or injury suffered during the **Training**.

We, the undersigned **Participant** and parent(s) and/or guardian(s) 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 ( <i>print</i> ): _____	) Participant Name ( <i>print</i> ): _____
	)
Witness Signature: _____	) Participant Signature: _____
	)
	) Parent/Guardian 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 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.