# ACKNOWLEDGEMENT OF RISK, WAIVER, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

#### PLEASE READ CAREFULLY!

TO: Buckridge Community Association and their respective directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

#### **ASSUMPTION OF RISKS**

I am aware that by participating in any activity on the Buckridge Community Grounds including but not limited to; pickleball, horseshoes, baseball, volunteer work days or any other activity the Buckridge Community Association hosts involves many risks, dangers & hazards including, but not limited to:

- 1. I am aware and acknowledge that the activity by its nature is such that the Buckridge Community Association cannot identify all possible risks associated with it; and
- 2. Cannot guarantee or provide any assurance that Releasees involved in the activity will not make errors that might create risks of harm to me therein; or
- 3. Cannot guarantee that Releasees will be able to protect me from risks associated with the activity, including, without limitation, risks created by others participating in the activity; and I NOW FREELY ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ALL RISKS TO ME IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

## IN RETURN FOR THE BUCKRIDGE COMMUNITY ASSOCIATION ALLOWING ME TO PARTICIPATE IN THE ACTIVITY:

- 1. I NOW WAIVE ALL LEGAL RIGHTS TO SUE AND ANY AND ALL CLAIMS I and my successors and assigns may have against the Releasees in connection with any loss, injury, damage or expense of any kind that I may in any way suffer, incur or experience as a result of or in connection with my participation in the Activity; and
- 2. I HEREBY RELEASE the Releasees from any and all liability for any complaints, demands, claims, actions, suits, judgements and orders for any and all losses, injuries, damage or expenses I may suffer, incur or experience in connection with my participation in the Activity; and
- 3. I AGREE TO INDEMNIFY the Releasees for and hold them harmless from any and all losses, injuries, damages and expenses of any kind that the Releasees may suffer, incur or experience and for any and all complaints, demands, claims, actions, suits, judgements and orders for any and all losses, injuries, damages or expenses of any kind anyone else may suffer, incur or experience in connection with my participation in the Activity.

### **Emergency Contact**

Name:
Phone Number:
In signing this document, I do not rely upon any oral or written statements, promises or other communications made by the Releasees other than as set out in this document. I acknowledge that this document is valid for <b>2 years from the date signed</b> for all activities participated in at the Buckridge Community Grounds by the releasor. This document will be exclusively governed by and interpreted in accordance with the laws of British Columbia and no court outside British Columbia will have any jurisdiction over this Consent, the Activity, or any of the matters arising from them.
I HAVE READ AND I ACCEPT THIS DOCUMENT.
Signature:
Date: