

**PLEASE READ CAREFULLY!**

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (hereinafter referred to as the "Release Agreement")  
By signing this document you will waive certain legal rights, including the right to sue or claims compensation following an accident.

TO: **City of Coquitlam, its elected officials, officers, employees, volunteers or agents (all of whom are hereinafter referred to as "the Releasees").**

**DEFINITION:**

In this Release Agreement the term "Activities" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: use of a park, a body of water, natural and man-made terrain, outdoor court, sports field, sports equipment, recreational equipment, swimming pool, water park, ice arena, fitness facility, gymnasium, ladder, swing, and net; all travel either within or beyond the designated boundaries, including on logging roads and trails; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to Activities.

**ASSUMPTION OF RISKS:**

I am aware that participating in Activities involves many inherent risks, dangers and hazards including but not limited to: exposed and falling rock, earth, ice, trees or other natural objects; wildlife; plants; travel on back-country roads; negligence of other participants and other persons; travelling on rough and uneven terrain; changing weather conditions which may cause the floor, ground and equipment to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; falls; over-exertion; failure to remain within designated areas; impact or collision with trees, vehicle traffic, equipment, other participants or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACTIVITIES. I FREELY ACCEPT 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 CLAIMS AND INDEMNITY AGREEMENT:**

In consideration of the RELEASEES agreeing to my participation in Activities and permitting my use of their services, equipment and facilities, 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 in the future have against 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 Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996 C. 337 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

**In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Activities, other than what is set forth in this Release Agreement. I confirm that I have read and understood the Release Agreement prior to signing it, and I am aware that by signing this Release 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.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature:		Last Name:		First Name:	
Street:		City:		Prov/ State:	Postal/Zip Code:
Age:	Sex:	Email Address:		Phone Number:	
Witness Signature:		For Participants under the age of 19:		Parent/Guardian Signature:	
Witness Name:				Parent/Guardian Name:	