

WAIVER AND CLAIMS RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS

TO: Gas City Dragon Boating for Health Association, and its respective directors, officers, members, agents, official, organizers, volunteers and other representatives (all collectively referred to as the “**Association**”);

AND TO: The City of Medicine Hat, and their respective directors, officers, members, agents, officials organizers, volunteers and other representatives (all collectively referred to as the “**City**”).

IN CONSIDERATION of the rights and privileges in the Gas City Dragon Boating for Health Association and being permitted to use the **Association’s** and **Association** equipment and facilities and to participate in the paddling, training, coaching, racing and other activities of the **Association** (collectively “**Activities**”):

1. I acknowledge that the activities involve risk, dangers and hazards inherent in canoeing, kayaking, dragon boating and associated outdoor water sports, (the “**Inherent Risks**”) and further acknowledge that in addition to the **Inherent Risks**, the **Activities** involve certain additional risks, dangers and hazards; some of which may include (but are not limited to): physical exertion for which I may not be prepared; weather extremes including sudden and unexpected changes; dangerous water conditions including cold water and movement, waves, currents, rapids and white water; collision with natural and man-made objects including rocks and other boats and equipment malfunction or failure (collectively the “**Additional Risks**”).
2. I acknowledge that the enjoyment and excitement of my participation in the **Activities** is derived, in part from the **Inherent Risks** and the **Additional Risks** and I agree to freely accept and fully assume all risks of personal injury, death, property damage or loss resulting from any cause whatsoever, including but no limited to the **Inherent Risks** and the **Additional Risks** and active or passive negligence; imprudence; lack of skill; error of judgment; breach of contract or breach of statutory duty of care on the part of the **Association** or **City**. For greater certainty and without limiting the foregoing, I acknowledge that I use the equipment and facilities of the **Association** and the **City** with notice of the nature, condition and state thereof entirely at my own risk and acknowledge that I am solely responsible for the safety of my person and property and that the **Association** and the **City** assume no responsibility whatsoever for the safety of my person or property in connection with the **Activities**.
3. I waive any and all claims I may now and in the future have against, and release and forever discharge from liability, and agree not to sue the **Association** and the **City** for any personal injury, death, property damage or loss sustained by me as a result of my participation in the **Activities** due to any cause whatsoever, including without limitation, active or passive negligence; imprudence; lack of skill; error of judgment; breach of contract or breach of statutory duty of care on the part of the **Association** or **City**.
4. I agree to save harmless and indemnify the **Association** and the **City** from and against any and all liability for any personal injury, death, property damage or loss to any third party resulting from my participation in the **Activities** or in the operation of the **Gas City Dragon Boating for Health Association**.
5. I agree that I am responsible for all costs of rescue or medical attention rendered to me or for my benefit arising from the **Activities** and I agree to indemnify the **Association** and the **City** from any and all liability in respect of any and all such costs.
6. If any equipment or facility is damaged or lost, I agree that I may be held responsible for some or all of the insurance deductible payable. If insurance does not cover the damage or loss then I agree that I may be held responsible for the cost of repairing the damage or replacing the lost equipment.
7. I acknowledge that in signing this Waiver and Release I am not relying on any oral, written or visual representation or statements made by the **Association** or the **City**.
8. I agree that this Waiver and Release shall in all respects be governed by and interpreted in accordance with the laws of the Province of Alberta.
9. I confirm that I have read and understood this Waiver and Release prior to signing it, and agree that this instrument will be binding upon my heirs, next of kin, executors, administrators, successors and assigns.

I confirm that I am of the full age of eighteen (18) years; I have read this Waiver and Release; understood it contents; and accept its terms.

Signature

Date

Printed Name