



Alberta Senior Citizens Sport & Recreation Association (Alberta 55 plus)

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

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

In full, or partial, consideration for allowing me to participate in all related events and activities sponsored by the Alberta Senior Citizens Sport and Recreation Association (Alberta 55 plus) and its 8 (eight) Zones; **Zone 1** – Sunny South Seniors Sport & Recreation Association, **Zone 2** – Big Country Seniors Sport Society, **Zone 3** – Calgary 55 Plus Games Association, **Zone 4** – Silver Willow Association, **Zone 5** – Black Gold/Yellowhead Senior Games Association, **Zone 6** – Marigold Seniors Recreation Society of Edmonton, **Zone 7** – Lakeland Senior Games Association, **Zone 8** – The Mighty Peace Sport and Recreation Association, Host Societies for Winter and Summer Games, I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of serious injury and death in participation in any form of sports; and
2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this program; and that my equipment is mechanically fit and appropriate for use in this program; and
3. I understand that all applicable rules for participation must be followed and that always, the sole responsibility for personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the program; and
5. I give my permission for the free use of my name and picture in broadcast, telecast or written accounts for all Alberta 55 plus sanctioned or related events.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any Alberta 55 plus sanctioned event even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of any one or more of the event organizers, the event venues, and any and all persons associated therewith or participating therein in any manner or fashion whatsoever; and
2. FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against Alberta Senior Citizens Sport & Recreation Association (Alberta 55 plus), the event venues, and their respective directors, officers, employees, servants, agents and representatives, all advertisers, volunteers, and all others participating in the program, (all of whom are collectively referred to as the Releasees) from any and all liability for any loss, damage, injury or expense that I may suffer as a



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result of my use of or my presence at the event facilities or my participation in any part of, or presence at, the program due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect of the program; and
4. AN AGREEMENT TO SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise, whether directly or indirectly from any participation in any aspect of the program; and
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the program is held.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I SIGN THIS DOCUMENT KNOWING AND APPRECIATING ITS CONSEQUENCES

this _____ day of _____, 20____,

at _____ in _____.

Signature of Participant

Printed Name of Participant

Signature of Witness to Signature of Participant

Printed Name of Witness