

# VILLAGE OF PERTH-ANDOVER AND WATERFRONT ADVENTURE CENTRE RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

*(To be executed by Participants who are 19 years old and older)*

**WARNING!** Please read carefully! By signing this document, you will waive certain legal rights – including the right to sue

Participant's Name: \_\_\_\_\_ Participant's Date of Birth: \_\_\_\_\_

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is the age of majority or older and who wants to rent watercraft equipment and services provided by, and/or in the events sponsored or organized by the Village of Perth-Andover and the Perth-Andover Waterfront Adventure Centre must acknowledge and agree to the terms outlined in this agreement.

## Disclaimer

2. **The Village of Perth-Andover and the Waterfront Adventure Centre** and their respective Directors, Officers, committee members, members, employees, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

*I have read and agree to be bound by paragraphs 1 and 2*

## Description and Acknowledgement of Risks

3. I understand and acknowledge that
  - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life
  - b) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
  - a) Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; dehydration; fatigue;; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof
  - b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on surfaces; and travel to and from the premises
  - c) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within my own ability
  - d) Contact: contact with other equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
  - e) Advice: negligent advice regarding the Activities
  - f) Ability: failing to act safely or within my own ability or within designated areas
  - g) Conduct: my conduct and conduct of other persons including any physical altercation between participants
  - h) Travel: travel to and from the Activities
  - i) Negligence: my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death

*I have read and agree to be bound by paragraphs 3 and 4*

## Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
  - a) That when I participate, I am responsible for my surroundings and the location and equipment that I select
  - b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition
  - c) To comply with the rules and regulations for participation in the Activities
  - d) To comply with the rules of the facility or equipment

- e) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately
- f) The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way
- g) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity
- h) That I am responsible the secure fitting of safety or protective equipment

**Release of Liability and Disclaimer**

6. In consideration of the Organization allowing me to participate, I agree:
- a) That the sole responsibility for my safety remains with me
  - b) To ASSUME all risks arising out of, associated with or related to my participation
  - c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
  - d) To WAIVE any and all claims that I may have now or in the future against the Organization
  - e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities
  - f) To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization
  - g) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities
  - h) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities
  - i) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of New Brunswick and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect

**Jurisdiction**

7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of New Brunswick and further agree that the substantive law of the Province of New Brunswick will apply without regard to conflict of law rules.

*I have read and agree to be bound by paragraphs 5 to 7*

**Acknowledgement**

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date