



# Corporation of the Village of Cumberland

2673 Dunsmuir Avenue  
P.O. Box 340  
Cumberland, BC V0R 1S0  
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Year:

## **PARKS AND RECREATION – FOR ADULTS** **RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS AGREEMENT** **(referred to as the “Release Agreement”)**

### **PLEASE READ CAREFULLY!**

**This is a legally binding agreement.**

**By signing this Release Agreement you agree that you have read the entire form and that you give up your right to sue or claim compensation following an accident.**

Participant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**TO: The Corporation of the Village of Cumberland, its elected officials, officers, employees, volunteers and agents (the “Releasees”).**

**DEFINITION:** In this Release Agreement the term "Recreation Activities" includes all activities, programs, drop-ins, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and includes, but is not limited to: use of the Cumberland Recreation Centre at 2665 Dunsmuir Avenue; use of any and all fitness facilities, gymnasiums, indoor and outdoor courts, climbing walls, recreational equipment, sports fields and sports equipment; orientation and instructional courses and sessions; and other such activities, events, services and facilities in any way connected with or related to any of the foregoing.

In consideration of the Releasees agreeing to my participation in the Recreational 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 acknowledge and agree as follows:

1. That the Releasees make no representations regarding the safety of the Recreational Activities or regarding whether the Recreational Activities are appropriate for me to undertake.
2. I acknowledge that my participation in the Recreational Activities involves certain inherent risks, dangers, and hazards, which can result in serious personal injury, death, property damage, and other loss, and that I have informed myself to my own satisfaction of the nature of those inherent risks. 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.**
3. I **HEREBY WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **RELEASEES AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, or injury, including death, that I or any other person may suffer, as a result of or in connection with my participation in the Recreational

Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY OR OTHER DUTY OF CARE (INCLUDING BREACH OF DUTY ARISING FROM THE *OCCUPIERS LIABILITY ACT*) ON THE PART OF THE RELEASEES, AND ALSO 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 RECREATIONAL ACTIVITIES.

- 4. Excepting only the sole negligence of the Releasees, I HEREBY AGREE TO INDEMNIFY and HOLD HARMLESS the Releasees from ANY AND ALL LIABILITY for claims, judgments, costs and expenses of any kind whatsoever that may in any way accrue against the Releasees as a result of my participation in the Recreational Activities.

**I declare that I have read, understand and agree to this Release Agreement.**

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

**WITNESS SIGNATURE AND CONTACT INFORMATION:**

<p><b>Declared before me at the Village of Cumberland, BC this _____ day of _____ 20 _____</b></p> <p>_____ Witness Signature</p>	<p>Witness Name: _____</p> <p>Witness Address: _____</p> <p>_____ Witness Phone: _____</p>
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