# ALBERTA 5 PIN BOWLERS ASSOCIATION

SPORTS WAIVER

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

**(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

**The ALBERTA 5 PIN BOWLERS ASSOCIATION** and its **(their)** directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as **"the Releasees"**
**ALBERTA 5 PIN BOWLERS ASSOCIATION 5 PIN BOWLING EVENTS (to be referred to as "SPORT" in this document)**

**DEFINITION**
In this Release Agreement, the term **"SPORT"** shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees as mentioned above and shall include, but is not limited to: running; jumping; climbing; physical contact; throwing, passing, hitting or kicking of an object; rental of Equipment; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to SPORT.

**RENTAL AGREEMENT**
I accept full responsibility for the Equipment rented and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

**SAFETY**
I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for my SPORT. I am aware that the physical exertion required for SPORT and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with SPORT.

**ASSUMPTION OF RISKS**
I am aware that SPORT involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; impact or collision with other participants or equipment; failure of equipment; variation or changes in the playing surface including steepness, rocks, gravel or other natural objects; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for SPORT; failing to play safely or within the limitations of one's own abilities, negligence of other participants; and NEGLIGENCE ON THE PART OF THERELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RISKS RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SPORT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPORT AND 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 SPORT and permitting my use of their services, equipment and other 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 SPORT or my use of the Equipment 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPORT REFERRED TO ABOVE; OR DUE TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in SPORT or use of the Equipment;
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 or territory where the SPORT takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the SPORT takes place and shall be within the exclusive jurisdiction of the Courts of that province or territory.
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 SPORT, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS 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.

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| **EVENT** (Includes all house, zone, Provincial and National rounds) | **SEASON** | **ZONE** |
| Participant (*Please Print Name Clearly*) | Signature of Participant | |
| Signed this day of 20 | Signature of Parent/Guardian if Participant is under age of majority | |
| Witness (*Please Print Name Clearly*) | Signature of Witness | |