



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

BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, IN RELATION TO **PROGRAMS, CLASSES, EVENTS, WORKSHOPS, RENTALS & DROP-INS** (The “Activities”)

**PLEASE READ CAREFULLY!**

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

**THE UNDERSIGNED** (the “Undersigned”) is hereby agreeing to this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this “**Agreement**”) on behalf of himself/herself **or** on behalf of, a participant that is a minor (the “**Participant**”) who is to be enrolled in one or more “Activities” carried on by **McKenzie Towne Council** (“**MTC**”).

**THE UNDERSIGNED** is the Participant **or** the parent/legal guardian of the Participant with legal authority to act on behalf of himself/herself and on behalf of the Participant and acknowledges and understands that agreeing to the terms of this Agreement shall have the effect that such terms will be interpreted to apply to both the Undersigned and the Participant.

In consideration of MTC offering the “Activities” and allowing the Undersigned to enroll the Participant in the “Activities” and participate therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned hereby agrees as follows:

**THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT** each of the Releasees shall not be liable or responsible in any way for any personal injury, illness, ailment, health hazard, or death arising out of, related to, which may be suffered by the Participant, by the Undersigned, or by any other person in contact with the Participant or the Undersigned, arising out of or resulting in any way from the Participant’s attendance at and participation in the “Activities”, including, but not limited to, as a result of negligence or a breach of duty by any one or more of the Releasees.

**THE UNDERSIGNED HEREBY WAIVES** any and all claims, actions, causes of action, charges, lawsuits, complaints, or recourses of any kind against, and **THE UNDERSIGNED HEREBY FOREVER RELEASES AND DISCHARGES, AND COVENANTS NOT TO SUE, EACH OF THE RELEASEES** from any and all liabilities for any and all losses, damages, deficiencies, claims, penalties, fines, awards, costs, injuries, whether known or unknown, which it or the Participant has or may have in the future against the Releasees as a result of, or arising in any way out of, the Participant’s attendance at and participation in the “Activities”, whether pursuant to the terms of any statute or pursuant to common law, including, without limitation, those caused by **NEGLIGENCE OR ANY OTHER BREACH OF DUTY ON THE PART OF ANY OF THE RELEASEES UNDER STATUTE OR COMMON LAW.**



**ANY ONE OR MORE OF THE RELEASEES SHALL HAVE THE RIGHT TO USE THIS AGREEMENT AS A COMPLETE BAR AND DEFENCE TO ANY CLAIM OR LAWSUIT BROUGHT OR FILED IN CONTRAVENTION OF THIS AGREEMENT.**

**THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES** from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses, of any kind whatsoever, including reasonable legal fees, incurred by the Releasees in connection with any third party claim, suit, action or proceeding brought against or involving any one or more of the Releasees, illnesses, ailments, health hazards, as a result of or in connection with the Participant's attendance at or participation in the "Activities". For the avoidance of doubt, **THE UNDERSIGNED AGREES TO INDEMNIFY AND REIMBURSE THE RELEASEES** of and from all claims and demands, suits or actions or claims for contribution or indemnity whether under the Contributory Negligence Act, Tortfeasors Act, or otherwise which may be made or brought against any such Releasee by the above named Participant, or on his/her behalf, in any way arising out of the matters waived and released by, and indemnified under, this Agreement.

**THE UNDERSIGNED HEREBY AGREES** that the laws of the Province of Alberta shall apply to all matters under this Agreement, and that if any dispute arises with respect to any matter under this Agreement, the courts of the Province of Alberta shall have sole and absolute jurisdiction to hear and decide such matter.

**THE UNDERSIGNED HEREBY AGREES** that in the event that any provision, or part thereof, contained within this Agreement shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful, invalid or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

In consideration of the McKenzie Towne Council (the "MTC") permitting the undersigned or the participant to participate in the "Activities", the undersigned, or myself the Participant, as the case may be, and for my or the Participant's personal representatives, heirs and next of kin, acknowledges and agrees with MTC that:

1. As the parent or guardian, I acknowledge that I am aware of the dangers, risks and hazards associated with my child's participation in the "Activities". Also, as the parent or guardian, I am freely and voluntarily assuming any and all dangers, risks and hazards arising there from.
2. The MTC and its members, employees, agents, trustees, directors and officers and their helpers and assistants and each of them and their respective insurers, heirs, successors, assignees, administrators and executors (the "Releasees") are not responsible for any loss, costs, damage, personal injury, ambulance services, death or property damage, however caused, arising from my child's participation in, spectating and/or mere attendance in the "Activities", including without limitation negligence on the part of the releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute.



3. As the parent or guardian, I understand that by signing this document, I will be forever precluded from suing or otherwise claiming against the Releasees for any loss, damage, personal injury, death or property damage that my child may sustain through their participation in the “Activities”.

The foregoing provisions are intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect.

### **CANCELLATIONS, WITHDRAWAL & SUSPENSION POLICIES**

#### **Cancellations:**

All “Activities” are subject to cancellation due to insufficient registration. Refunds will be issued by original method of payment, stored credit or a transfer may be allowed, if space permits. Registered participants will be notified of cancellation by email and/or phone. Participants will have three (3) business days to notify the Recreation Coordinator (by phone or email) of the preferred method for a refund, afterwards, an automatic refund of stored credit will be issued.

#### **Withdrawals:**

All withdrawal requests must be made by email to the Recreation Coordinator at [rec@mtcouncil.com](mailto:rec@mtcouncil.com). A \$25.00 administration fee will be charged to the participant/per “Activity” and the remaining balance refunded as either stored credit or issued by original method of payment.

If the refund request is made:

- Seven (7) or more days prior to the first day of the program: a full refund will be issued;
- Less than seven (7) days, to the first day of the program: 50% will be refunded;
- The program start date or within 48 hours after the 1<sup>st</sup> class of the program: 25% will be refunded; and
- No refunds will be issued after 48 hours of the 1<sup>st</sup> class.

#### **Medical Withdrawal:**

A pro-rated refund will be issued in the form of stored credit or issued by original method of payment for those requests made due to medical reasons (a doctor’s note must be presented).

#### **Suspension:**

Suspension of membership privileges, including removal from programs will be determined by the General Manager. MTC has the right to revoke privileges based on inappropriate and/or unsafe behaviour, as well as non-compliance with Association Rules & Policies. The parent and/or guardian of a suspended member under the age of 18 may be contacted by MTC. The length of suspension will be determined by MTC. There will be no refunds issued for suspension.



**BY SIGNING, I AM ACKNOWLEDGING THAT I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT IN FULL AND THAT I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH REGARD TO THE EFFECT OF THE FOREGOING TERMS AND CONDITIONS AND IF I HAVE NOT OBTAINED INDEPENDENT LEGAL ADVICE, I HEREBY WAIVE THOSE RIGHTS BY SIGNING.**

\_\_\_\_\_  
**Print Last Name, First Name of Participant**

\_\_\_\_\_  
**Signature of Participant (if over 18)**

\_\_\_\_\_  
**Parent/Guardians Last Name, First Name  
(if participant is under 18)**

\_\_\_\_\_  
**Parent/Guardians Signature  
(if participant is under 18)**

\_\_\_\_\_  
**Date**

*The personal information collected herein is authorized under Section 33 (c) of the Freedom of Information and Protection of Privacy (FOIP) Act of Alberta and will be used for the purpose of program registration, and participant safety. Should you have any questions or concerns regarding the collection and use of your personal information, please contact the Recreation Coordinator by email ([rec@mtcouncil.com](mailto:rec@mtcouncil.com)) or by phone (403-781-6612 x3)*