

WAIVER FORM FOR THE Nanaimo Ultimate Association (NUA)

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, (the "Agreement")

BY SIGNING THIS AGREEMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NUA Directors and members (the Releasees)

PLEASE READ CAREFULLY

ASSUMPTION OF RISKS

I am aware and understand that sports have inherent dangers, hazards and risks including, but not limited to:

ABRUPT WEATHER CHANGES, COLLISION WITH MANMADE OR NATURAL OBJECTS OR OTHER ATHLETES OR BYSTANDERS, CONDITIONS and VARIATIONS OF FIELD SURFACE, EQUIPMENT FAILURE, IMPROPER USE OF EQUIPMENT, NEGLIGENCE OF OTHERS, NEGLIGENCE OF THE RELEASEES, SUSTAINED RIGOROUS PHYSICAL ACTIVITY, TRAVEL TO AND FROM ACTIVITY SITE

I FREELY ACCEPT AND FULLY ASSUME ALL DANGERS, HAZARDS AND RISKS ASSOCIATED WITH PARTICIPATION IN THIS ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and participate within my own limits

In consideration of the Releasees agreeing to my participation in this event, 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 this event, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage or personal injury to any third party resulting from my participation in this event; and

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of this event other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES AND THAT I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Witness

Signature of Witness

Date

Parent/Guardian Signature (if under 19 years of age)

Date