

## ***Waiver : A Strong Francophone Community for a Bilingual Manitoba***

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

#### **PLEASE READ CAREFULLY**

In consideration for allowing my participation in any or all events and related activities of A Strong Francophone Community for a Bilingual Manitoba. I hereby warrant and agree that:

1. I am familiar with and accept that there is always the risk of serious injury and death resulting from participation in any organized recreational activity particularly running, walking, and related activities such as those offered as part of the A Strong Francophone Community for a Bilingual Manitoba event.
2. I certify that I am physically, emotionally and mentally fit to participate in this event, and that my equipment, if applicable, is appropriate for use in this event; and
3. I understand that all applicable rules for participation must be followed at all times, and that the sole responsibility for personal safety remains with me at all times; and
4. I will immediately remove myself from participation, and notify the nearest event volunteer, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in any event or related activity.

#### **I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:**

5. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any or all of the activities of the A Strong Francophone Community for a Bilingual Manitoba event. Even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the City of Winnipeg, the Maison des artistes visuels francophones, any event organizer, event venue and any and all persons associated therewith or participating therein in any capacity; or in transportation to and from such events and activities, and

6. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against the City of Winnipeg, the Maison des artistes visuels francophones, all associated sponsors and partners, and their respective directors, officers, employees, coaches, leaders, contractors, agents and representatives, advertisers, volunteers, others participating in any capacity, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at event facilities, or my participation in any part of, or presence at, any or all of the A Strong Francophone Community for a Bilingual Manitoba activities of the Releasees due to any cause whatsoever,

INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

7. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly, from my participation in any aspect of the said events and related activities; and

8. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise; and

9. an agreement that this document be governed by the laws, and in the courts of the Province of Manitoba.

**PHOTOGRAPHIC RELEASE**

10. I grant permission to the Event Organizers to use or authorize others to use any photographs, motion pictures or any other record of my participation or volunteering in the Event, without any financial or other form of remuneration, for any purpose including without limitation, commercial use. This includes use for public-facing social media.

**I HAVE READ AND UNDERSTAND THIS WAIVER AND I AM AWARE THAT BY SIGNING THIS WAIVER, I WAIVE CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT** this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year) at \_\_\_\_\_ (town), \_\_\_\_\_ (prov), \_\_\_\_\_ (country).

Emergency Contact Phone #: \_\_\_\_\_

Printed name of Participant: \_\_\_\_\_

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

Printed name of Witness: \_\_\_\_\_

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

**PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and their obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above.

I am aware that by signing this waiver I waive substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_