

## Waiver of Liability and Indemnity Agreement

I know that participating in physical fitness events is a potentially hazardous activity. I agree not to participate unless I am medically able and properly prepared. I should not participate without my physician's approval. I acknowledge that I am solely responsible for my own medical well being. I undertake to have available my medication and medical information when and if I have a medical event requiring attention.

"Event" shall include, but is not limited to, all activities, events or services in any way provided, organized, sponsored or authorized by the Event Organizers. On my own behalf, any minors or third parties for whom I am registering, I agree that (a) we will abide by any decision of an Event official concerning our ability to safely participate; (b) we will assume any and all risks associated with the Event; including but not limited to, capsizes, contact with other persons or objects, the effects of weather, and course conditions; (c) we hereby consent to permit, and accept responsibility for emergency treatment in the event of injury or illness; (d) we understand if the Event cannot be held as scheduled, we are not entitled to a refund of any money paid.

As a condition of entering this Event, I for myself, any minors, or any third party for whom I am acting, waive and release the Corporation of the Village of Alert Bay and Alert Bay 360 Board of Directors and their officers, employees, agents, representatives, sponsors, volunteers, and organizers ("Event Organizers"), from present and future claims and all liabilities of any kind, known or unknown, arising out of our participation in this Event or related activities, even though such claim or liability may arise out of negligence or fault on the part of the Event Organizers.

We agree that (a) the Event Organizers shall not be liable for any personal injury, death or property loss, and we release the Event Organizers and waive all claims with respect thereto, and (b) to hold harmless and indemnify the Event Organizers, from any and all liability from any property damage or personal injury to any third party resulting from my participation in the Event. We grant permission to Event Organizers to use or authorize others to use our personal information, including but not limited to, any photographs, images or documentation of our participation in this Event or related activities without remuneration being provided to us.

I represent and warrant (a) I am over eighteen (18) years of age, and that if I am registering a minor, that I am the parent or guardian of such minor; (b) if I am registering third parties, I have been duly authorized to act on behalf of such parties; and (c) that the terms of this registration shall apply equally to me, any minor and to any third parties for whom I am acting. The participation in the Event by a third party shall be their confirmation that I was acting as their agent.

I agree to the terms of this Waiver.

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_