

VOLUNTEER AND PARTICIPANT SUMMER AND WINTER ASSUMPTION OF RISK, WAIVER OF CLAIMS, LIMITATION OF LIABILITY AND INDEMNITY AGREEMENT

NOTICE: By signing this document you will waive or give-up certain legal rights, including the right to sue VARDA or claim compensation following an accident.

Initial

Full legal name of Volunteer or Participant:

Mailing Address:

Date of Birth:

Phone Number:

Email Address:

TO: Valemount Area Recreation Development Association (“VARDA”), its directors, officers, employees, representatives and agents (collectively the “Agents”).

In consideration of being allowed to volunteer for and participate in the Activities of VARDA, I hereby acknowledge and agree to the following terms and conditions of this *Volunteer and Participant Summer and Winter Assumption of Risk, Waiver of Claims, Release of Liability, and Indemnity Agreement* (the “Agreement”):

Activities: The volunteer and or event related activities that VARDA arranges in the summer or winter include trail maintenance, brush clearing, cabin maintenance, and the operation of snowmobiles, all-terrain-vehicles, or power saws, and the use of shovels, axes, hammers, etc. Also included are events that could include the operations of snowmobiles or mountain bikes for recreation purposes, such as races, poker runs, festivals and gatherings. The participant activities that VARDA arranges in the summer or winter include use of mountain bike trails and winter snow machine use. (collectively “the Activities”)

Assumption of risk: I understand that the risk of injury from participation in the Activities is significant, and may include serious injury, disability or death to myself or others. I further assume all risk to any medical or physical condition I may have, or that my child/ward may have, if applicable. I fully understand the risks and dangers associated with volunteering or participating in all Activities including possible COVID-19 Exposure and Infection and accept these at my own risk and volition (and on behalf of my child/ward, if applicable).

Wavier of claim and release of liability: I hereby waive any and all claims which I may have against VARDA or the Agents and release VARDA from any and all liability for personal injury, disability, death, or damage or theft of property damage or any other loss as a result of my participation in the Activities due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other legal duty of care by VARDA or its Agents (and I also do so on behalf of my child/ward, if applicable).

Initial

Limitation of liability: I understand and accept that this Agreement limits the liability of the Agents to the same extent as it limits the liability of VARDA, even though the Agents are not formal parties to this Agreement.

Indemnity: I agree to indemnify and save harmless VARDA or its Agents from any and all liability or claims that either may experience as a result of my acts or omissions (or those of my child/ward, if applicable) during participation in the Activities, including the costs of any rescue or emergency care or service that may be required.

Conditions for participation: I agree to the terms and conditions of my volunteering or participating in the Activities (or that of my child/ward, if applicable). I will follow any training, direction or orders that may be issued by VARDA or its Agents in relation to an Activity, such as may be necessary to avoid or minimize risks. If I observe any unusual or significant hazard, I will remove myself from participation and bring the observed hazard to the immediate attention of the nearest official.

Use of photographs, video or other recordings: I consent without compensation to the use of my likeness or voice (or that of my child/ward, if applicable) in any publicity or advertising that VARDA may undertake to promote its activities or programs to the general public.

Duration: I agree that, notwithstanding the date that this Agreement is signed, it remains in effect during participating in the Activities and continues to have legal force and effect after the end of the Activity.

Agreement is binding: I agree to be strictly bound by the terms and conditions of this Agreement, and further agree that this Agreement is also binding on my personal representatives, heirs and assigns (as well as on any participant under the age of 19 on whose behalf I am signing this Agreement as my child/ward, if applicable).

I am 18 years of age or older, and I have read and understand this Agreement, and agree to its terms and conditions. I understand that this Agreement contains a promise not to sue VARDA or its Agents and that it constitutes a release of liability and an indemnity for all claims.

If I am the parent/guardian of the named volunteer or participant who is under the age of 18, I have also read and understand this Agreement as it applies to that child/ward, and execute this Agreement on behalf of that child/ward.

Signature of Volunteer/Participant or Parent/Gaurdian:

Print Name of Volunteer/Participant or Parent/Gaurdian:

Print Name of Child (if applicable)

Witness Signature and name:

Date Signed