

# **READ BEFORE SIGNING**

## **WARRANTY AND CONSENT**

### **ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT**

**IN CONSIDERATION** of allowing me to participate in Sun of a Beach 2017 and any related events and activities of the Assiniboine Community College Students' Association.

#### **I WARRANT TO YOU THAT:**

1. I am familiar with the risk of serious injury and death which any participant in this programme must assume, and
2. I believe that I am physically, emotionally and mentally able to participate in this programme, and that my equipment is mechanically fit for my use in this programme, and
3. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me, and
4. I will immediately remove myself from participation, and notify the nearest official, 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 for continued participation in the programme.

**I UNDERSTAND AND AGREE**, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this programme and execution of this document constitutes:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this programme by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the programme organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the programme organizer and all persons and organizations associated with it and the programme including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the programme, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
3. an UNDERSTANDING 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 the participation in this programme by me, and
4. 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.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS PROGRAMME.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
printed name of participant

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
printed name of witness

\_\_\_\_\_  
DATE