



Pickardville Skating Rink (located at 5005 49 Avenue behind the Fire Hall)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

1. **Waiver and Release of Liability.** In return for being permitted to participate in activities, including but not limited to skating, hockey, and other associated activities, at the Pickardville Skating Rink and for being permitted to use the Pickardville Skating Rink (collectively, the “**Activity**”), including any associated use of the facilities, staff, equipment, transportation, and services of Westlock County (the “**Provider**”), I voluntarily release, waive, discharge, the Provider and its successors, attorneys, insurers, brokers, principals, employers, officers, directors, shareholders, members, partners, guarantors, agents, employees, parents, subsidiaries, affiliates, and contractors (collectively, the “**Provider Parties**”) from all liability or death or property damage resulting from or associated in any way with my preparation for or participation in the Activity and any use of the Provider premises and facilities (collectively, “**Claims**”), and I promise not to sue the Provider or the Provider Parties for those Claims. This waiver and release is applicable even though the negligent activities of the Provider or the Provider Parties or a dangerous condition of public property may have caused or contributed to the Claims. I knowingly and unequivocally waive, release, and discharge all rights that I or my heirs, assigns, agents or other representatives may have or which hereafter may accrue to me, to file any claim, lawsuit or any other cause of action against the Provider or the Provider Parties as a result of preparing for or participating in the Activity. In granting this full and complete release and waiver of liability, I specifically waive all rights afforded by any statute which limits the effects of a release with respect to unknown claims. The release and waiver of liability shall only apply to the fullest extent allowed by law.
2. **Assumption of Risks.** I understand and acknowledge that **(a)** participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury, **(b)** the specific risks vary from one activity to another, but may range from minor injuries such as scratches, bruises, and sprains, to major injuries/illnesses such as eye injury, joint or bone injuries, heart attacks, and concussions, to catastrophic injuries/illnesses such as paralysis and death, to illnesses such as allergic reactions and infections and **(c)** these risks cannot be eliminated without compromising the essential qualities of the Activity. I willingly and knowingly assume liability and responsibility for all risks which may be associated with preparation for and participation in the Activity, including improper use of equipment, failure to follow instructions, and the negligence of other participants.
3. **Indemnification.** I agree to indemnify, defend, and hold the Provider and the Provider Parties harmless from all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees, (collectively, “**Indemnified Claims**”) arising out of my involvement in the Activity and to reimburse them for any Indemnified Claims incurred.
4. **Representations and Covenants.** To the best of my knowledge, I have no medical, physical, or emotional health condition which would hinder or prevent my participation in the Activity. In the case of sickness, accident, or injury, the Provider and Provider Parties have my express permission to secure, at my expense, such medical attention as deemed necessary in the sole discretion of the Provider or the Provider Parties. I agree to follow all safety and security rules and policies of the Provider provided to me.
5. **Severability; Governing Law; Jurisdiction.** I agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law and that if any portion is held invalid the remaining portions will continue to have full legal force and effect. This Agreement shall be governed by the laws of the Province of Alberta, without giving effect to any conflict or choice of law provision that would result in the imposition of another province’s law. Any disputes out of or in connection with this Agreement shall be under the exclusive jurisdiction for the Courts of the Province of Alberta.

ACKNOWLEDGEMENT OF UNDERSTANDING

I **(a)** have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, **(b)** fully understand its terms, and **(c)** understand that **I AM GIVING UP LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE**. I confirm that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date: _____ Participant Name: _____

Participant Signature (Parent Signature if Participant is under 18 years of age): _____