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Date Received:

The Kelowna & District Society for People In Motion is dedicated to the inclusion and equality of children and adults with disabilities throughout the City of Kelowna, the Okanagan Valley, and visitors from around the world.

## Warranty and Consent, Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement

**IN CONSIDERATION** of allowing me to participate in the programs, related events, and activities of the Kelowna & District Society for People In Motion.

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

1. I am familiar with the risk of serious injury and death which any participant in this program must assume, and
2. I believe that I am physically, emotionally, and mentally able to participate in this program, and that my equipment is mechanically fit for my use in this program 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 program.

**I UNDERSTAND AND AGREE ON BEHALD OF MYSELF, MY HIERS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, THAT MY EXECUATION OF THIS DOCUMENT CONSTITUES.**

1. An unqualified **ASSUMPTION OF ALL RISKS** associated with participation in this program 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 program organizer and any persons associated therewith or participating therein, and
2. A **FULL AND FINAL RELEASE AND WAIVER OF LIABILITY** of the program organizer and all persons and organizations associates with it and the program, 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 program, sanctioning bodies, medical or rescue personnel (THE RELEASES), of and from with the respect to all injury, disability, death or loss of damage to person or property whether arising from 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 of my minor child/ward in the program, and
4. An **AGREEMENT TO INDEMNITY** 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 REALEASES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY MINOR CHILD'S/WARD'S PARTICIPATION IN THIS PROGRAM

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



**Please send completed forms to:**

The Kelowna & District Society for People In Motion  
#27-1720 Ethel Street, Kelowna, BC, Canada, V1Y 2N7  
Tel: 250-861-3302, Fax: 250-861-3388, Email: pimbc@gmail.com