



### WAIVER AND RELEASE OF LIABILITY

For adults over 18 years of age signing up for courses/programs/activities at City of Cold Lake Facilities.

Thank you for choosing to use facilities, services or programs offered by the City of Cold Lake. The City of Cold Lake requires all users and participants to sign this Waiver and Release of Liability prior to participation.

APPLICANT INFORMATION			
Applicant Name:		Application Date:	
Address:		City:	Province:
Postal Code:	Phone #:	Date of Birth:	
E-mail:			
Emergency Contact:		Phone #:	
Course/Program/Activity		Course Date	Location

### ASSUMPTION OF RISK

In consideration of being permitted to participate in the Activity, I ACKNOWLEDGE and AGREE to the following:

**I ACKNOWLEDGE** there are inherent risks in participating in the Activity. I understand that certain activities require a minimum level of fitness and health and that each person has a different capacity for participating in these activities. I have either had a physical examination and have been given a physician's permission to participate in the activity or have decided to do so without the approval of my physician.

**MY PARTICIPATION** in the Activity is purely voluntary and I elect to participate in the Activity in spite of the risks and accept all responsibility for my participation in the Activity.

**I ASSUME AND ACCEPT ALL THE RISKS AND DANGERS** associated with my participation in the Activity, including the possibility of collisions, slips, falls, accidents, illness, bodily contact, whether deliberate or accidental, personal injury, death, property damage, or other loss resulting therefrom.

**I HEREBY WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the City of Cold Lake, its elected officials, officers, agents, employees and representatives.

**I HEREBY RELEASE FROM ANY AND ALL LIABILITY AND AGREE NOT TO SUE** the City of Cold Lake, its elected officials, officers, agents, employees and representatives for any personal injury, death, property damage, health care costs, theft or loss of any kind, that I might sustain as a result of or in any way connected to my participation in the Activity, due to any cause whatsoever **NOTWITHSTANDING** that the loss may have been contributed to or occasioned by the negligence of the City of Cold Lake, its elected officials, officers, agents, employees and representatives.

**I UNDERSTAND** that any rules and regulations pertaining to the Activity are designed for the safety and protection of participants and hereby undertake to abide by these rules and regulations.

**I CONFIRM** that I am of the full age of the full age of eighteen (18) years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver and Release of Indemnity before signing, that I have had the opportunity to seek independent legal advice, and I understand that the Waiver will be binding upon my heirs, next of kin, executors, administrators and successors.

**MEDIA RELEASE** occasionally, opportunities arise where images of yourself would be used in different media and in other promotional publications. By signing this form you agree to the use of these images by the City of Cold Lake in future media publications. If you do not wish your image used please notify the staff prior to or during the program.

**I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY OF COLD LAKE FOR ANY LOSS OR INJURY I SUFFER FROM PARTICIPATING IN THE ACTIVITY.**

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Printed Name

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