

# Loon Lake Road Community Recreational and Agricultural Society

1705 Loon Lake Road Cache Creek, BC VOK 1H1 LLCRAS.boardofdirectors@gmail.com https://loonlakecommunity.ca

## Activity Waiver Form

THIS ACTIVITY WAIVER	FORM	(this	"Waiver"	'),	dated	this
day of		20				

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of is hereby acknowledged,

I	of	(the "Participant")
agree	with LLRCRAS (Loon Lake Road Community Recreati	onal and Agricultural Society) of
1705	oon Lake Road, Cache Creek, BC V0K 1H0 (the "Acti	vity Provider") to the following:

## DETAILS OF ACTIVITY

1. The participant will be participating in the following activity: Pickle Ball (the "Activity") provided by the Activity Provider.

## **CONSIDERATION**

- 2. Being of lawful age and in consideration of being permitted to participate in the Activity, the participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, accounts, bonds, contracts, claims and demands for or by any reason of any injury to person or property, including injury resulting in the death of the Participant which has been or a consequence of the Participant's participation in the Activity, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
- 3. Th Participant understands that the Participant would not be permitted to participate in the Activity unless the Participant signed the waiver.

## CONCURRENT RELEASE

4. The Participant acknowledges the waiver is given with the express intention of effecting extinguishment of certain obligations owed to the Participant by the Activity Provider, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

## FITNESS TO PARTICIPATE

5. The Participant acknowledges to the Activity Provider the Participant does not have any physician limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.

#### FULL AND FINAL SETTLEMENT

- 6. The Participant acknowledges and agrees with the Activity Provider that:
  - (1) the Activity Provider has given the Participant sufficient time to carefully read this Waiver,
  - (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this waiver,
  - (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity,
  - (4) the Participant is freely and voluntarily executing this Waiver, and
  - (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

#### **GOVERNING LAW**

7. This Waiver will be governed by and construed in accordance with the laws of the Province of British Columbia.

#### EMERGENCY CONTACT

8. NAME \_\_\_\_\_

PHONE \_\_\_\_\_

IN WITNESS THEREOF the Participant has duly affixed their signature on this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**PARTICIPANT NAME** (please print)

PARTICIPANT SIGNATURE