

## SECOND SIXTIES OUTDOOR CLUB (CONFEDERATION PARK)

33 Edgevalley Circle NW, Calgary, AB T3A 4X1

*This Agreement must be completed in full, signed before taking part in any activity of the Second Sixties Outdoor Club (Confederation Park).*

### PARTICIPANT RISK ACKNOWLEDGEMENT, ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIM and INDEMNITY AGREEMENT

**PLEASE READ VERY CAREFULLY.**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.** INITIAL HERE: \_\_\_\_\_

NAME: Last: \_\_\_\_\_ First: \_\_\_\_\_ Initial: \_\_\_\_\_

ADDRESS: Street: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

**TO: SECOND SIXTIES OUTDOOR CLUB (CONFEDERATIONPARK), hereinafter referred to as “the Club”;**

#### **RISK ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS:**

I am aware that participation in the activities of the Club involves many risks, dangers and hazards including, but not limited to travel to and from activity areas, becoming lost or separated from a group, changing weather conditions, loose gravel rocks, ice, mud, roots, open water, cliffs, slides, avalanches, flying objects, animal attacks, collisions with trees and/or other natural and/or man-made dangers or obstructions associated with the activity areas and the various activity areas of the Club. “Club Activities” include walking, hiking, cross-country skiing snowshoeing, golfing, Board Meetings, General Meetings and social events. I agree that the Club, its servants and agents are not liable for any loss, damage, injury, evacuation costs, medical costs or any other expenses or costs caused to me, incurred by me, or incurred on my behalf, resulting from or in connection with any Club Activities.

#### **WAIVER FROM DUTY OF CARE:**

- (a) I agree to be solely responsible for any “duty of care” when choosing Club Activities to join, preparing for them, and participating in them, including safeguarding myself from harm; and
- (b) I have a duty of care to **KNOW** the boundaries of my abilities so that I have reasonably similar levels of ability as other participants in the group that I wish to join in any Club Activity.

**I ACKNOWLEDGE AND AGREE THE CLUB DOES NOT HAVE ANY DUTY OF CARE WHATSOEVER TO ASSESS MY LEVEL OF FITNESS AND/OR ABILITIES TO UNDERTAKE A CLUB ACTIVITY INCLUDING ANY OTHER DUTY OF CARE TO SAFEGUARD ME AGAINST HARM.** INITIAL HERE: \_\_\_\_\_

I am aware that I must be fully vaccinated, as defined by the Government of Alberta, against Covid 19 to participate in any Second Sixties Outdoor Club (Confederation Park) activity. I agree to provide proof of vaccination as a requirement for participation and I will not be permitted to participate in any of the Club activities without having signed this Agreement.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES OF THE CLUB AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**INITIAL HERE:** \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF CLAIM AND INDEMNITY AGREEMENT:**

In consideration of the Club allowing me to participate in its activities and for other food and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**1) TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the Club, its directors, officers, members, agents and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in the activities of the Club due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.**

**INITIAL HERE:** \_\_\_\_\_

- 2) **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the activities of the Club.
- 3) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death.
- 4) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and
- 5) That any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.
- 6) That nothing in this Agreement shall restrict the right of the Club to refuse permission or to replace my participation in any activity.
- 7) That this Agreement shall be effective and binding until such time as I have terminated my association with the Club and revoked said Agreement by properly given written notice to:

**SECOND SIXTIES OUTDOOR CLUB (CONFEDERATIONPARK)**

**33 Edgevalley Circle NW, Calgary, AB T3A 4X1**

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set out in the Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND AM AWARE THAT BY SIGNING THE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATIONS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**INITIAL HERE:** \_\_\_\_\_

I ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT FOR MY RECORDS.

Signed at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Member, Prospective Member or Guest

\_\_\_\_\_  
Print Name

Emergency Contact Name and Phone Number (*required only for Prospective Members/Guests*):

Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_