

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT
(Hereinafter referred to as the "Agreement")
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

INITIAL HERE
PARTICIPANT

PLEASE READ CAREFULLY!

INITIAL HERE
LEGAL GUARDIAN

REGARDING: KID'S OUTDOOR ZONE ("KOZ"), a ministry of South Abbotsford Mennonite Brethren Church

TO: SOUTH ABBOTSFORD MENNONITE BROTHERS CHURCH, B.C. CONFERENCE OF MENNONITE BROTHERS CHURCHES, KOZ, WALTER AND ANNE WILLMS, OWNERS OR OCCUPIERS OF LAND ON WHICH KOZ ACTIVITIES OR EVENTS WILL OCCUR, ANY OTHER AFFILIATES, AND DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, DONORS, AGENTS OR REPRESENTATIVES OF THE AFOREMENTIONED PARTIES
(HEREINAFTER REFERRED TO COLLECTIVELY AS THE "RELEASEES")

PARTICIPANT INFORMATION:

Last Name		First Name		M.I.
Street Address			Apt	
City	Province		Postal Code	
Home Phone	Cell Phone		D.O.B. (MM-DD-YYYY)	

(hereinafter referred to as the "PARTICIPANT")

ASSUMPTIONS OF RISKS:

I am aware that KOZ events and activities, including travelling to and from such events and activities, involve many inherent risks, dangers and hazards, including, but not limited to: interaction with all hazards found in natural and outdoor settings; viruses, toxic chemicals, falls from extreme heights; deep water; swift currents; wild and domestic animals; risks inherent to the use of firearms, tools, knives, axes, saws, tomahawks, archery equipment, climbing equipment, slingshots; travel accidents by any vehicle at any point; boating accidents; equipment or vehicle failure; human error; acts of God; failure to provide any or adequate medical or other care; and that any of these hazards may occur or become more likely as a result of a NEGLIGENT ACT OR OMISSION ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT PARTICIPANT FROM THESE OR OTHER RISKS, DANGERS AND HAZARDS.

I am also aware that the risks, dangers and hazards referred to above may result in property damage or loss, illness, a variety of types of bodily injuries, including but not limited to: animal bites, disease, infection, burns, lacerations, dismemberment, disability AND EVEN DEATH to myself and any parties involved.

I, on behalf of myself and the Participant, freely accept and fully assume all such risks, dangers, and hazards and their consequences resulting from any cause whatsoever including NEGLIGENCE, BREACH OF CONTRACT, OCCUPIER'S LIABILITY AND BREACH OF ANY STATUTORY AND/OR OTHER DUTY OF CARE by the RELEASEES or any of them.

I represent and warrant that the Participant does not have any illnesses, or physical or mental conditions that would prevent or limit his/her ability to fully participate in KOZ events or activities. I further consent to the Releasees providing or arranging for any urgent or emergent medical care that may become necessary for the Participant during any KOZ event or activity, in the opinion of the Releasees, and have fully and completely disclosed to the Releasees any and all allergies or other illnesses or physical or mental conditions of which they should be aware for the purposes of arranging or obtaining urgent or emergent medical care for the Participant.

**I HAVE CAREFULLY READ THIS FRONT SIDE AND WILL
CONTINUE TO CAREFULLY READ THE BACK SIDE**

INITIAL HERE
PARTICIPANT

INITIAL HERE
LEGAL GUARDIAN

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my and/or the Participant's voluntary participation in KOZ events or activities, including travelling to and from such events and activities, I hereby confirm, acknowledge and agree as follows:

1. The RELEASEES do not provide any warranty of fitness or any other warranty or representation with respect to the condition or safety of any (a) equipment, tools, firearms, knives, axes, saws, archery equipment, climbing equipment, slingshots, boat(s) or vehicle(s) used for transportation of any kind (including to and from events and activities); (b) any other equipment used in any events or activities; or (c) the condition of the accommodations, buildings, fixtures, premises, facilities, land or other properties where activities occur.
2. TO FOREVER WAIVE ANY AND ALL CLAIMS OR ACTIONS that I or the Participant may have against the RELEASEES, and to release the RELEASEES of and from all liability for any loss, damage, expense or injury including death that I or the Participant may suffer, or that my or the Participant's next of kin may suffer as a result of my and/or the Participant's participation in the aforementioned travel, events and/or activities, due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED ON THE PART OF THE RELEASEES INCLUDING DUTY OF CARE OWED BY OR UNDER THE OCCUPIER'S LIABILITY ACT AND INCLUDING THE FAILURE ON THE PART OF ANY OF THE RELEASEES TO SAFEGUARD OR PROTECT ME AND/OR THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF TRAVEL, EVENTS OR ACTIVITIES REFERRED TO ABOVE;
3. TO HOLD FOREVER HARMLESS AND INDEMNIFY THE RELEASEES from and against any and all current or future costs, losses, expenses, claims, demands, actions, causes of action or proceedings that: (a) may hereafter or at any time be made or brought against any of the said RELEASEES by the Participant or by any third party in relation to, arising from or connected with the Participant's participation in KOZ travel, activities or events; (b) arising from, related to or connected with any wrongful or negligent act of the Participant during any KOZ travel, event or activity;
4. This Agreement shall be effective and binding upon my and the Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of my or the Participant's death or incapacity;
5. That I have had a full opportunity to review this Agreement and have had the opportunity to consult with legal counsel regarding the foregoing;
6. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and no other jurisdiction;
7. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia;
8. This Agreement is intended to be as broad and inclusive as permitted by the laws of British Columbia; if a court should hold any portion of this release invalid, the balance release shall continue to be in full effect.

IN WITNESS WHEREOF I have executed this Waiver and Release this ____ day of _____, 20____.
In the presence of:

Witness - Signature

Participant – Signature

Witness – Clearly Printed Name

Participant – Clearly Printed Name

If the Participant is under age 19 as of today's date, then the Participant's parent or legal guardian must also agree to the Agreement and sign below:

Parent / Legal Guardian – Signature

Parent / Legal Guardian – Clearly Printed Name