



Victoria Club Tread Indemnity and Release of Liability

Event/Activity: _____ Date: _____

Coordinator(s): _____

Note to event coordinator (s)

This waiver and release is to be used only for events and activities that have the prior approval of the Club's Outdoor Events Coordinator or are listed on the Club's website schedule before the event or activity takes place.

There is a Victoria Club Tread indemnity and release of liability on the reverse side of this form. READ IT. Your signature below constitutes acceptance of the terms and conditions as stated. No person is required to sign the indemnity and release of liability if that person chooses not to participate in the event.

Our event coordinators may set guidelines for smoking, consumption of alcohol, participation of children and pets, minimum fitness levels, and medical conditions of participants. Each participant must act in a safe and responsible manner at all times. When on Club business or events, members and participants should act with courtesy and respect. Failure to comply will not be tolerated.

| Participant's Signature | Participant's Name (Print) | Emergency Telephone Number | Participant's Cell Phone Number | Member (Y/N) |
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For minors

Name of minor (print): _____ Birth date of minor (print): _____

Parent/legal guardian signature: _____ Parent/legal guardian name (print): _____

Victoria Club Tread

Indemnity and Release of Liability

1. I recognize and acknowledge that there are inherent risks and hazards involved in participating in the events, activities, and/or social functions (all of which are hereafter called "the EVENTS") offered or organized by VICTORIA CLUB TREAD, its officers, directors, managers, servants, agents and volunteer EVENT coordinators (all of whom are hereafter called "the CLUB"). I further acknowledge that EVENT Coordinators are strictly volunteers and there is no requirement that they possess any skills in areas such as first aid, survival, etc. When I attend a CLUB EVENT, I accept and assume responsibility for my own safety knowing the inherent risks, hazards and potential for injuries or death and I acknowledge that the CLUB and EVENT coordinators are not responsible for my safety, fitness or suitability for the EVENT.
2. In consideration of my being permitted to participate in the EVENTS of the CLUB and my voluntarily assuming the aforesaid risks and hazards of the CLUB in this Indemnity and Release, I hereby for myself, my heirs, executors, administrators, and assigns, release and forever discharge the CLUB from any and all lawsuits or actions, claims, or demands by reason of any damage, loss, death, or injury to myself or to my property arising from my participation in the EVENTS, notwithstanding that the same may have been contributed to or occasioned by the negligence of the CLUB, including the failure on the part of the CLUB to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the EVENTS referred to above.
3. I understand that all applicable policies and EVENT coordinators' guidelines must be followed and I agree to remove myself from participation in an EVENT if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason.
4. I agree to hold harmless and indemnify the CLUB from any and all liability for any property damage, loss, or bodily or personal injury to any third party resulting from my participation in the EVENTS of the CLUB. I agree that this Indemnity and Release shall be governed and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and any litigation involving the parties to this Indemnity and Release shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
5. I further agree to bear any and all costs of rescue or medical attention rendered to me personally arising from my own participation in the EVENTS, or from my own negligent behaviour.
6. Participation in the EVENTS of the CLUB is restricted to adults or minors with the written permission of their parents or legal guardians. In signing this indemnity and release, I acknowledge that I am 19 years of age or older or, as applicable, am the parent or guardian of the minors specified above.
7. In accepting the terms and conditions of this Indemnity and Release I confirm that I have read and understood its terms prior to signing it, and I am aware that by signing this Indemnity and Release I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the CLUB. I have received any legal advice I consider necessary before signing this waiver and I am signing this waiver voluntarily.
8. In entering into this Indemnity and Release I am not relying on any written or oral representations or statements from the CLUB with respect to the safety of participating in the EVENTS of the CLUB other than what is set forth in this Indemnity and Release.
9. I acknowledge that I am in good health, in proper physical condition to participate in such activity and do not have any medical conditions which would affect my participation in the EVENTS of the CLUB in which I am permitted to participate. I acknowledge that if I do develop such medical condition(s) I will notify the EVENT coordinator prior to participating in any EVENT of the CLUB.
10. I acknowledge that this Indemnity and Release applies to ALL the EVENTS of the CLUB that I may participate in and that its terms and conditions are not restricted to any one specific CLUB EVENT, and that it is not necessary for me to sign an Indemnity and Release on each occasion that I participate in a CLUB EVENT.
11. In this Indemnity and Release I acknowledge that the limitation of liability by the CLUB for all EVENTS of the CLUB include those in which by law the CLUB could be defined as being an "occupier" as it is defined in the *Occupiers Liability Act*, including those circumstances where the CLUB could have temporary custody or control over premises (as "premises" are defined in the aforesaid Act) for a limited period of time. These would include but are not limited to premises such as halls, boardrooms, and parks in which the CLUB may choose to conduct activities.