

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY ACCEPTING THESE TERMS YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE *OCCUPIERS LIABILITY ACT* OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

1. Definitions

This is a binding legal agreement. The **Whistler Mature Action Community** (hereinafter "**MAC**") organizes and/or facilitates recreational, educational, volunteer and social activities including both in person activities and events and those carried out through an electronic platform ("the **Activities**"). These **Activities** may include, but are not limited to: volunteering at community events, educational events, pickleball, tennis, hiking, biking, skiing, snowshoeing, skating, using mobility devices such as wheelchairs, fitness classes, barbecues and dinner dances, and all activities, services and use of facilities either organized, provided, arranged, or otherwise facilitated by **MAC** or the **Releasees** including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, and all travel by or movement around ground vehicles, snow vehicles, aircraft, or other vehicles, and all other activities and services in any way connected with or related to the **Activities**. These **Activities** are attended by members, their guests, and other community visitors, both seniors and others of all ages (singularly and collectively "the **Participants**"). As a **Participant** you acknowledge and agree that as a condition of your participation in any one or more of the **Activities** the following terms of this agreement are binding on you.

2. Description and Assumption of Risks

The **Participant** is participating voluntarily in the **Activities** and acknowledges that he/she is aware of the risks, dangers and hazards associated with participating in the **Activities** and may be exposed to such risks, dangers and hazards, and freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

These risks include but are not limited to: falling to the ground due to slips, trips, and irregular terrain and falling off bikes; falling or other injuries sustained while using pedal wheelchair or other mobility devices; equipment failure; collision or other injury skiing or hiking on the mountain or in the courts/rinks; vigorous physical exertion and overexertion; failing to participate within one's abilities; unexpected weather events; risks associated with mountainous alpine environments including avalanche, rockfalls, snow immersion, altitude sickness; injuries from domestic and wild animals, negligence of other persons, infectious diseases, and other risks associated with participation in the **Activities**. The **Participant** understands that injuries associated with the **Activities** may be severe, paralyzing, or fatal. Furthermore, the **Participant** acknowledges that he/she may experience anxiety, embarrassment or fatigue while undertaking these activities; that the risk of injury is reduced if he/she follows all rules established for participation in the **Activities**; and that the risk of injury increases as the **Participant** becomes fatigued.

3. Disclaimer – Waiver of Right to Sue

In consideration of **MAC** accepting the **Participant** as a member of **MAC** ("**MAC Member**"), or allowing the non-member **Participant** to participate in the **Activities**, the **Participant** agrees that **MAC**, (including but not limited to: **MAC** directors, officers, employees, committee members, members, volunteers and

participants, agents, sponsors, independent contractors, sub-contractors, event venues, successors, assigns and representatives– collectively the “**Releasees**”) are not responsible for any injury, personal injury, deaths, damage, property damage, loss of income, or loss of any kind suffered by the **Participant** or their heirs or legal representatives during or as a result of participating in any of the **Activities**, caused by the risks, dangers and hazards associated with the **Activities**, or due to any cause whatsoever, including but not limited to: negligence of or breach of warranty or contract by the **Releasees**, breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act of British Columbia on the parts of the **Releasees**, and failure of the **Releasees** to safeguard or protect one from the risks, dangers and hazards of the **Activities**.

By signing this waiver, the **Participant** formally waives his/her right to sue the **Releasees** for any adverse effects suffered as a result of participating in the **Activities** and agrees **TO WAIVE ANY AND ALL CLAIMS** that **Participant** has or may have against the **Releasees** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that they may suffer, or that their next of kin may suffer as a result of my participation in MAC activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. PARTICIPANT UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT PARTICIPANT FROM OR WARN THEM OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MAC ACTIVITIES.

4. Acknowledgement

The **Participant** confirms that his/her physical condition is sufficient to allow participation In the selected **Activities**; and that he/she has been provided sufficient information or has enquired about the degree of difficulty to assess whether capable of participation. The **Participant** agrees to abide by the rules of the organizer(s). The **Participant** confirms having read and understood this agreement, having signed it voluntarily and that this agreement will be binding on the **Participant**, his/her heirs, next of kin, executors, administrators, successors, assigns and representatives. The **Participant** confirms not having relied on any oral, visual or written representations or statements made by the **Releasees** regarding the safety of participating in the **Activities** other than as set out in this Agreement.

5. Hold Harmless / Indemnify

The **Participant** agrees to hold harmless and indemnify the **Releasees** from any, and all liability for any damages, loss, expense, death or injury to property or any third party resulting from participation in the **Activities**, including liability related to environmental hazards, medical or health-related issues, including Covid-19. **Participant**, including **Participants** who are **MAC Members**, agree to hold harmless and indemnify the **Releasees** from any, and all liability for any damages, loss, expense, death or injury to property or any third party resulting from participation in the **Activities** of individuals as a guest or guests of that **Participant**.

This Agreement shall be effective and binding upon **Participant’s** heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other

jurisdiction. Any dispute relating to this Agreement shall be brought solely within the Courts of British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

6. Consent/Release of Photos/Collection of Personal Information

The **Participant** authorizes **MAC** to collect and use personal information about the Participant which relates in any way to the **Activities**, including without limitation the publication of photographs in newsletters and promotional materials, and the posting of photographs, videos, articles and related materials on **MAC** websites and social media accounts. The **Participant** grants permission for **MAC** to photograph and/or record his/her image or voice, and to use the material to promote **MAC** through any forum, and agrees the audiovisual material and copyright will remain the sole property of **MAC**, and waives any claim to remuneration.

I, the Participant, confirm that I have read and AGREE to be bound by this Agreement. I am aware that by signing this release agreement, I am waiving all legal rights which I or my heirs, next of kin, executors, administrators, successors, assigns and representatives may have against the Releasees. I acknowledge that this Agreement shall apply to all my future participation in MAC Activities.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT

I CONFIRM THAT I ACCEPT AND HEREBY ENTER INTO THIS RELEASE AGREEMENT

Dated this _____ day of _____ 20__

Name _____

Participant Email _____

Are you a current MAC Member? Yes No

Emergency Contact Name and Phone _____

For further information contact MAC Website: www.whistlermac.org