



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
PSP Birthday Parties (including Bouncy Castles)

WARNING! Please read carefully. By signing this document, you will waive certain legal rights – including the right to sue

I have read and agree to be bound by statement above.	Signature
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1. This is a binding legal agreement. Clarify any questions or concerns before signing.
2. As a participant in the activities, programs, classes, and services provided, sponsored or organized by Canadian Forces Morale and Welfare Services:
 - a. CFMWS – PSP – Community Recreation
 - b. CFB Esquimalt
 - c. British Columbia

including but not limited to: self-led activities, virtual and online activities, instructional sessions or lessons, travel, equipment use or loan, indoor and outdoor activities and facilities, and performances (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

Disclaimer

3. In consideration of my participation in or attendance at these Activities, I, on behalf of myself, personal representatives, heirs, spouse, children or assigns, do hereby waive, release and forever discharge His Majesty the King in Right of Canada, His officers, servants, agents, employees, volunteers, officials, participants, agents, sponsors and members of His Canadian Forces, Staff of the Non-Public Funds and the Canadian Forces Morale and Welfare Services, its officers, servants, agents and employees, volunteers, officials, participants, agents, and sponsors (collectively the “Organization”) from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my acts or omissions resulting from my participation in or attendance at this Activities in any manner whatsoever including, but not limited to, the negligence of the Organization, either collectively or individually.

I have read and agree to be bound by paragraphs 1, 2 and 3.	Signature
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Description and Acknowledgement of Risks

4. I understand and acknowledge that:
 - a. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
 - b. I am responsible for my own code of conduct and behavior during the Activities and will follow safety guidelines including the recommendation by the Organization of the wearing of personal protective equipment (where applicable) ;
 - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
 - d. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.
5. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
 - a. Health (physical and mental): executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, psychological harm, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof;



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- b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises;
- c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;
- d. Contact: contact with equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury;
- e. Advice: negligent advice regarding the Activities;
- f. Ability: Failing to act safely or within my own ability or within designated areas;
- g. Cyber: privacy breaches, hacking, technology malfunction or damage;
- h. Conduct: My conduct and conduct of other persons including any physical altercation between participants;
- i. Travel: Travel to and from the Activities;
- j. Activity Specific injuries including but not limited to bodily injuries, head and neck injuries, drowning, bodily damage ranging from minor cuts and bruises to sever injury, trauma, and even death.
- k. Negligence: My negligence and negligence of other persons, including negligence on the part of the Organization, either collectively or individually, may increase the risk of damage, loss, personal injury or death. I understand that the Organization, either collectively or individually, may fail to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are referred to above.

I have read and agree to be bound by paragraphs 4 and 5.	Signature
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Terms

- 6. In consideration of the Organization allowing me to participate in the Activities, I agree:
 - a. That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
 - b. That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
 - c. To comply with the rules and regulations for participation in the Activities including local, municipal, provincial and federal government regulations;
 - d. To comply with the rules of the facility or equipment;
 - e. That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
 - f. The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
 - g. That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
 - h. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment;
 - i. There is no insurance coverage provided for participants against dangers inherent in the Activity. I am responsible to review my personal accident, life insurance coverage to ensure that there is no exclusions related to the Activities, and that benefits are realistic. I am responsible for arranging and paying for such coverage;
 - j. To stop participation in the Event if it becomes, in my own assessment and opinion, unsafe to continue;
 - k. Activity Specific: I will follow all safety measures put in place by the Organization, as well as the event activity contractors (both spoken and written safety measures);
 - l. That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.

I have read and agree to be bound by paragraph 6.	Signature
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Release of Liability and Disclaimer



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7. In consideration of the Organization allowing me to participate, I agree:
- a. That the sole responsibility for my safety remains with me;
 - b. To ASSUME all risks arising out of, associated with or related to my participation;
 - c. That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
 - d. To WAIVE any and all claims that I may have now or in the future against the Organization;
 - e. To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities;
 - f. To INDEMNIFY and HOLD HARMLESS the Organization, either collectively or individually, from and against any and all claims and demands, losses, litigation expenses, legal fees, liability, damages, awards, costs, actions, causes of action, suits, or other proceedings of any form or type whatsoever, they, or any of them, may incur or be subject to whether directly or indirectly as a result of my participation in the Activities, whether the claim is based on, including but not limited to, the negligence, gross negligence, breach of contract, or any action taken or things done, maintained or failed to be done of or by the Organization, collectively or individually.;
 - g. To FOREVER RELEASE AND INDEMNIFY and HOLD HARMLESS the Organization, either collectively or individually, from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization, either collectively or individually;
 - h. That the Organization, either collectively or individually, is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
 - i. That negligence includes failure on the part of the Organization, either collectively or individually, to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
 - j. This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

8. I agree that in the event that I file a lawsuit against the Organization, either collectively or individually, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.
9. I AGREE that the Agreement will be governed by, and is to be interpreted, construed and determined in accordance with, the applicable federal laws and the laws in force in the province of Ontario, Canada and I AGREE to irrevocably and unconditionally attorn to the exclusive jurisdiction of the Courts of Ontario, Canada and all courts competent to hear appeals from the Courts of Ontario, Canada.
10. I AGREE that if any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.
11. WITHOUT LIMITING THE ABOVE, I AGREE NOT TO SUE the Organization, either collectively or individually, for, including but not limited to, any and all personal injury, including physical and psychological harm, death and property loss or damage, and costs, damages, fees, expenses, awards, and liabilities or otherwise relating thereto of any form or type, howsoever caused or arising, and whether directly or indirectly as a result of my participation in the Activities.

I have read and agree to be bound by paragraphs 7, 8, 9, 10 and 11.

Signature

Acknowledgement



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12. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization, either collectively or individually, on the basis of any claims from which I have released herein.

Name (Printed)
Signature
Date

PARENTS/GUARDIANS – for consent of MINORS

13. I [redacted] (print full name) as the parent/guardian of the child(ren) listed below, realize and acknowledge the inherent risk and danger of Community Recreation at CFB Esquimalt and Colwood Pacific Activity Centre (COL 218), on behalf of myself, my heirs, devisees, successors, assigns, executors and administrators.

Child(ren)	Date of Birth	Parent/Guardian Signature