

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

ONE Waiver per participating Adult. PLEASE PRINT CLEARLY.

All highlighted sections (5 pages) NEED to be signed.

For Minors, please list them on the table in section 13 of this form/Minors SHALL be accompanied by an Adult with a signed waiver. WARNING! Please read carefully. By signing this document, you will waive certain legal rights – including the right to sue.

1. This is a binding legal agreement. Clarify any questions or concerns before signing.
2. As a participant in the Edmonton Military Family Resource Centre (MFRC) Fall Fest (August 29, 2026); including bouncy castles that are organized by the Edmonton MFRC, 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, Edmonton MFRC, its officers, servants, agents and employees, volunteers, officials, participants, agents, partners 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.
 - 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 Organization has put in place preventative measures to reduce the risk of contagious diseases; however, participating in the Activities could increase the risk of contracting contagious diseases.

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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, contagious illnesses, bacteria, parasites or other organisms or any mutation thereof;
 - 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. Conduct: My conduct and conduct of other persons including any physical altercation between participants;
 - h. Travel: Travel to and from the Activities;
 - i. Activity Specific: Bouncy Castle/inflatables injuries (including but not limited to arm and leg injuries, head and neck injuries, falls, bruises to severe injury, trauma and even death).
 - j. Cyber: privacy breaches, hacking, technology malfunction and/or damage.
 - 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:

Terms

6. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a. 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;
 - b. To comply with the rules and regulations for participation in the Activities including local, municipal, provincial and federal government regulations;
 - c. To comply with the rules of the facility or equipment;
 - d. 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;
 - e. The risks associated with the Activities are increased when I am impaired and I will not participate if impaired in any way;

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- f. 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;
- g. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment;
- h. 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;
- i. To stop participation in the Event if it becomes, in my own assessment and opinion, unsafe to continue;
- j. Activity Specific: I will follow all safety measures put in place by the Organization, as well as the event activity contractors
- k. Bouncy Castles rules; Riders must remove shoes, loose-fitting clothing, jewelry and other personal items before using the device; NO face paints, silly string, or coloured streamers to be used on or near the inflatable; NO food, gum, candies, drinks or sharp objects allowed on an inflatable amusement device; Users should remove eyeglasses when practicable; Riders may NOT attempt any stunts, e.g. somersaults, rough play or wrestling; Only children of approximately the same size are permitted to play on an inflatable structure at the same time; NO sitting or lying down on an inflatable's jumping surface while others are bouncing; Only one user at a time on an inflatable slide; and NO sliding head-first.

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

- 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 a contagious illness as a result of, or from, any action, omission or negligence

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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 Alberta 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 Alberta and further agree that the substantive law of the province of Alberta 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 Alberta, Canada and I AGREE to irrevocably and unconditionally attorn to the exclusive jurisdiction of the Courts of Alberta, Canada and all courts competent to hear appeals from the Courts of Alberta, 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 in directly 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:	
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Acknowledgement

- 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, based on any claims from which I have released herein.

Name (Printed) Of Adult:	
Signature:	
Date:	



Edmonton

Military Family Resource Centre

Military Families: Strength Behind the Uniform

La famille : la force conjointe

Centre de ressources pour les familles militaires

d'Edmonton

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PARENT/GUARDIAN – for consent of MINORS (ONE guardian fills this out on their form, the other(s) leave it BLANK).

13. I acknowledge, _____ (print full name) as the parent/guardian of the child(ren) listed below, realize and acknowledging the inherent risks and dangers of the Edmonton Military Family Resource Centre/Community Centre building 161 and grounds, and Community Recreation at Edmonton Garrison Military Fitness Centre building 185, on behalf of myself, my heirs, devisees, successors, assigns, executors and administrators, in consideration of being permitted to take part in the 2026 Fall Fest event.

Print Child(ren)'s Name in full	Birthday	Parent/Guardian Signature