

# RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

**WARNING: BY SIGNING THIS WAIVER YOU ARE WAIVING CERTAIN LEGAL RIGHTS – PLEASE READ THE DOCUMENT BELOW CAREFULLY**

**The Guardian must Read and Understand this form prior to the Child participating in Axe Monkeys Activities**

Participant Last Name

Participant First Name

Date of Birth

Address

City

Province

Postal Code

Parent/Legal Guardian Last Name

Parent/Legal Guardian First Name

Cell Phone

Email Address

Emergency Contact

Emergency Phone

**TO:** **3DR Inc. O/A Axe Monkeys**, for themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, volunteers, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them (hereinafter, the “**Releasees**”);

**RE:** Recreational Axe-Throwing (the “**Activity**”)

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned “Parent” or “Guardian” and the minor participant “Participant” and Axe Monkeys, it’s directors, owners, employees, volunteers, and facilities and the owners and lessors thereof, hereinafter referred to as Axe Monkeys or collectively as “Releasees”).

Participation in the activities of Axe Monkeys can be HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT. Participant and Parent or Guardian believe the Participant is qualified to participate in Activities and if at any time the Participant, Parent or Guardian believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, myself on behalf of the Participant, my representatives, heirs, agents administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through me on behalf of the Participant (hereinafter, the “Releasor”), **I HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION AND HOLD HARMLESS** the Releasees from any and all claims I may now and/or in the future may have against the Releasees, and from any and all liability, for any personal injury, death and/or property damage, expense, and/or loss sustained by the Participant, Parent or Guardian or incurred on his/her account as a result of the Participant’s participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, wilful misconduct, including the failure to take reasonable steps to safeguard or protect the Participant, Parent or Guardian from the risk, dangers, and/or hazards of participating in the Activity, and/or breach of statutory or other duty, including duties arising from occupier's liability legislation and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant’s behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.**

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**THE RELEASOR ACKNOWLEDGES AND ACCEPTS** that the Activity is inherently risky and dangerous, and exposes the Participant to the possibility of personal injury, death, property damage and/or loss resulting therefrom. Risks may arise out of contact and/or participation with other participants, equipment and other mishaps. Risks may be caused by the Participant’s own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or THE NEGLIGENCE OF THE “RELEASEES.” Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**THE RELEASOR AGREES AND UNDERSTANDS** that in order for the Participant’s participation in the Activity on the date set out below, the Parent or Legal Guardian must agree to be bound by the terms of this Release of Liability, Waiver and Assumption of Risk.

**THE RELEASOR AGREES** that the Parent or Guardian will be fully responsible for all costs and expenses that may be incurred in providing any special services to the Participant, outside of regular services agreed to or provided by the Releasees in connection with the Activity, and without limiting the generality of the foregoing, agrees to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special outlay for the Participant, and Parent or Guardian personally, and to reimburse the Releasees for all costs of these services as may be incurred by them for the Participant's benefit or at the Parent or Legal Guardian's request.

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**IT IS AGREED AND UNDERSTOOD** that the Releasor, Parent or Guardian on behalf of the Participant will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Contributory Negligence Act*, RSA 2000 c. C-27, and the amendments thereto and/or under any successor legislation thereto, and/or under the *Rules of Civil Procedure*, from the Releasees with respect to the matters discharged by this Release of Liability, Waiver, and Assumption of Risk. **IT IS AGREED AND UNDERSTOOD** that if the Releasor, Parent or Guardian on behalf of the Participant commences such an action, or takes such proceedings, and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor, Parent or Guardian on behalf of the Participant will immediately discontinue the proceedings and/or claims, and the Releasor, Parent or Guardian on behalf of the Participant will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity basis. This Release of Liability, Waiver, and Assumption of Risk shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor, Parent or Guardian on behalf of the Participant with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor, Parent or Guardian on behalf of the Participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**THE RELEASOR ACKNOWLEDGES** that this Release of Liability, Waiver, and Assumption of Risk contains the entire agreement between the parties hereto, that the terms of this Release of Liability, Waiver, and Assumption of Risk are contractual, are not a mere recital, and any breach of these terms may be enforced against the Releasor, and may give rise to a damage claim against the Releasor enforceable by a further legal proceeding. The Releasor further acknowledges that the Releasees have not made any oral, written or visual representations or statements that are not otherwise reflected in this agreement.

**I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of such participation.

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**THE RELEASOR HEREBY AGREES** that this Release of Liability, Waiver, and Assumption of Risk will be governed by the Laws of the Province of Alberta and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the Alberta Court of Queen’s Bench, and the Releasor hereby attorns to the exclusive jurisdiction of this Court for this purpose.

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**SEVERABILITY:** If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**PHOTOGRAPHS, VIDEOS AND RECORDINGS**

I hereby grant Axe Monkeys, its managers, employees, and owners (collectively) non-revocable permission to capture the participant image and likeness in photographs, videotapes, recordings, or any other media (collectively “Images”). I acknowledge that Axe Monkeys will own such Images and further grant Axe Monkeys permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to Axe Monkeys business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by Axe Monkeys prior to its use. I forever release and hold Axe Monkeys harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**THE UNDERSIGNED PARTICIPANT AND PARENT AND/OR GUARDIAN HEREBY CERTIFY THAT PARTICIPANT IS UNDER 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.**

Date: \_\_\_\_\_

First and Last Name (Printed)

Signature \_\_\_\_\_

Witness \_\_\_\_\_

**I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT.**

Parent/Guardian Name (if under age 18)