



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

In full or partial consideration for allowing me to participate in all events and activities at the Robson Square Ice Rink (the "ACTIVITIES"), I hereby warrant and agree that:

- A. I am familiar with and accept that there is a risk of serious injury, including serious head injury, in participation, whether as a skater, parent, volunteer, official or worker, in all forms of skating;
- B. I am aware of the highly contagious nature of bacterial and viral diseases, including Covid-19, and the risk that I may be exposed to, or contract, Covid-19 or other infectious diseases by participating in the ACTIVITIES;
- C. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in the ACTIVITIES, and that my protective equipment is fit and appropriate for my role as a participant in the ACTIVITIES; and
- D. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any usual or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective equipment, for continued safe participation in the ACTIVITIES.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS AND ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. **AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS**, including personal injury, death or property loss, associated with my participation in the ACTIVITIES even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedure, of the Releasees, as the term is defined below, and any persons associated therewith or otherwise participating in the ACTIVITIES in any capacity; and
2. **A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the ACTIVITIES including the rink owners and lessees, promoters, sanctioning bodies, skating associations, or any subdivision thereof, rink operators, sponsors, advertisers, PACE Group Communications Inc., Her Majesty The Queen in Right of the Province of British Columbia and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the ACTIVITIES or the event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents, volunteers and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or presence at the event facilities or my participation in any part of, or my presence in any capacity at, the ACTIVITIES, due to any cause whatsoever, **INCLUDING NEGLIGENCE, GROSS 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 ON THE PART OF THE RELEASEES.**
3. **AN AGREEMENT NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the ACTIVITIES; and
4. **AN AGREEMENT TO INDEMNIFY** and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based in negligence or the gross negligence of Releasees or otherwise as stated above.
5. **AN AGREEMENT** that this document is governed by the laws of British Columbia.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of Participant

Printed Name of Participant

Signature of Parent

Date