

## **BLACK SPUR ULTRA – VOLUNTEER WAIVER**

### **ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

#### **PLEASE READ CAREFULLY!**

In consideration of SINISTER SPORTS INC. (the “Event Organizers”) allowing me to participate as a volunteer in the BLACK SPUR ULTRA race to be held commencing the third weekend in August in Kimberley, BC (the “Event”). I hereby acknowledge and agree as follows:

#### **ASSUMPTION OF RISK**

1. I am aware of the possible risks, dangers and hazards associated with participating as a volunteer for the Event, including the risk of severe or fatal injury, illness, death and property damage, whether in the planning or organizational stage, during the Event or post-Event stage. I hereby assume these risks voluntarily.
2. I have satisfied myself, and believe, that I am physically and mentally able to participate as a volunteer at the Event and that my equipment, to the extent I am supplying my own equipment, is appropriate for use in the Event;
3. I agree to abide by all applicable rules for participating as a volunteer at the Event;
4. I will immediately remove myself as a volunteer, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation as a volunteer at the Event;
5. I agree to abide by any decision of an Event official concerning my ability to volunteer, or to continue to volunteer, at the Event;
6. I expect no compensation in return for volunteering at the Event.

#### **RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

I, on behalf of myself, my heirs, next of kin, personal representatives and assigns, hereby forever waive all claims against, and release, discharge and hold harmless, the Event Organizers, their respective directors, officers, employees, agents, successors and assigns, and all Event partners, sponsors, contractors and advertisers, and all government agencies, whether federal, provincial or municipal, that are either involved in the Event or own land that is used during the Event, and all other entities associated or involved in the organization or staging of the Event, including, without limitation, the City of Kimberley, Regional District of East Kootenay, Her Majesty the Queen in Right of the Province of British Columbia, Kimberley Nature Park Society, Kimberley Nordic Club, Kimberley Alpine Resort, Resorts of the Canadian Rockies, and their respective directors, officers, employees, contractors, agents, successors and assigns (all of the foregoing collectively referred to as the “Releasees”) from and against any and all present and future claims and all liabilities of any kind whatsoever, known or unknown, arising out of or in connection with my participating as a volunteer at the Event, notwithstanding that the same may have been contributed or occasioned by, without limitation, the negligence, breach of contract or breach of any statutory or other duty of care of any of the Releasees.

I agree that the Releasees shall not be liable for any personal injury, illness, death or property damage that I may suffer or incur and I agree not to sue any of the Releasees for any of the claims or liabilities that I have waived, released or discharged herein.

#### **PHOTOGRAPHIC RELEASE**

I grant permission to the Event Organizers to use or authorize others to use any photographs, motion pictures or any other record of my volunteering for the Event, without remuneration, for any purpose including without limitation, commercial use.

**INSURANCE**

I understand that the Event Organizers to not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or property damage.

**MEDICAL TREATMENT**

I hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medial services rendered in connection with an emergency during my participation as a volunteer at or for the Event.

**MINOR VOLUNTEERS**

If the volunteer is a minor, then the volunteer’s parents/guardians grant consent to the Event Organizers for allowing the minor to participate as a volunteer. The minor’s parents/guardians, on behalf of the minor and on behalf of themselves, agree to waive all rights of the minor as against the Releasees and to assume and abide by all provisions of this Agreement.

**ALBERTA PERSONAL INFORMATION PROTECTION Act (PIPA)**

I consent to having the information in my volunteer registration collected.

**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, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this \_\_\_\_\_ day of \_\_\_\_\_ (month) , \_\_\_\_\_ (year) at Kimberley, BC, Canada.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed name of Witness

**PARENTAL CONSENT FOR MINOR PARTICIPANT**

I have read and understood the above waiver and release, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive and release the Releasees in the terms set out above.

*I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.*

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

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