

Willow Park Church

RUSH Youth Conference Release, Waiver and Indemnity Agreement

Participant's Name: _____ Date of Birth: _____

Phone #: _____ Email: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

"You Must Initial Each Number After Reading"

IN CONSIDERATION of being permitted to participate in any way in the activities of paintball at the Willow Park Church RUSH Youth Conference, I acknowledge, appreciate, and agree that:

____1. The risk of injury from the activity and weaponry involved in paintball is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist;

____2. That the activities of paintball are physically and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical;

____3. That I am participating in this event which is a physically and mentally strenuous activity involving possible risk of injury from equipment, other players, and the playing environment;

____4. That the activities take place on rough and uneven grounds, and Willow Park Church Mennonite Brethren and The British Columbia Conference of the Mennonite Brethren Churches and the property owners do not provide any assurance that the grounds are safe. I promise to be responsible for moving carefully on all grounds, and moving only at a speed such that I can take all necessary care;

____5. That the other Participants may engage in conduct that is dangerous to me, and the operators cannot supervise the behavior of others, and I accept the risk that others may cause me harm deliberately or accidentally.

____6. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those organizations and persons released from liability below, and assume full responsibility for my participation.

____7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Willow Park Church Mennonite Brethren and The British Columbia Conference of the Mennonite Brethren Churches, the owners of the property used to conduct the paintball activities, their officers, officials, agents and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property arising out of, connected with, or resulting from the paintball activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct. I further agree to indemnify the Releasees against any and all claims, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from the paintball activities.

____8. I hereby certify that I am in good health and do not suffer from a heart condition or other ailments which could be aggravated by exertion involved in participating in the paintball activity.

____9. I acknowledge that the forgoing release is intended to be as broad and inclusive as is permitted by the law of the Province of British Columbia, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, nevertheless, continue in full legal force and effect.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Beyond the Crux Climbing Gym Inc. ("the Company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

I, _____ (PLEASE PRINT NAME CLEARLY) hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by "the Company" and/or "the Agents" including, but not limited to:
 - a. Indoor Rock Climbing(collectively referred to as "the Activities") and in further consideration of "the Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").
2. I acknowledge that "the Activities" involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "the Company" and/or "the Agents".
5. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

I AM 19 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS.

Signature of Participant

Date

Witness Signature

Witness Name

Email address _____

I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE PARTICIPANT, I HAVE READ AND UNDERSTAND AND AGREE TO EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/WARD. I HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS THE COMPANY AND AGENTS FOR ANY AND ALL CLAIMS, BY OR ON BEHALF OF OUR SAID CHILD IN RESPECT OF, OR ARISING OUT OF, ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE AS IT RELATES TO ALL THE EVENTS ORGANIZED BY "THE COMPANY" AND/OR "THE AGENTS".

Name of Child

Date

Date of Birth _____

Signature of parent/guardian

Print Name

Witness Signature

Witness Name