

# Klahoose First Nation's

## Release and Waiver of Liability



In consideration of being permitted to enter and use the facilities at Klahoose First Nations, 1730 Tork Road, Squirrel Cove, Cortes Island, British Columbia (hereinafter referred to as "Gym"), the undersigned acknowledges and agrees as follows:

1. Upon entering the gym and continuously thereafter, will inspect closely the equipment used for safety and will ensure safe conduct at all times.
2. Herby releases, waives, discharges and convents not to sue the Klahoose First Nations, owner of the building in which the gym is located and manager, and for all purposes herein referred to as the "Releases", from any and all liability, loss, damage, claim or demand arising out of the use of the gym including but not limited to, any injury. Equipment is used at the individual's own risk.
3. Agrees to indemnify and save harmless the releases from any loss, liability, damage of cost incurred relating to the use of the gym.
4. Assume full responsibility for any risk of bodily harm, injury, death or property damage arising out of or related to the gym.
5. Acknowledge that the activities in the gym may be dangerous and involve the risk of serious injury. The Undersigned expressly acknowledges that injuries received may be compounded or increased by negligent operations or procedures of the resident or the releases.
6. This release and waiver of liability, assumption of risk and indemnity agreement extends to all acts of negligence by the releasees, including rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the Province of British Columbia, and if any portion is held invalid, it is agreed that the remainder of this agreement, notwithstanding, shall continue in legal force and effect.
7. This shall be biding upon parties hereto, their heirs, executors, administrators and assigns, as the case may be.

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

Name: \_\_\_\_\_

Signature:

\_\_\_\_\_