

CAN PARTICIPATION WAIVER

This Waiver contains a release and waiver of liability (limiting, among other things, your right to sue)
PLEASE READ THIS WAIVER CAREFULLY BEFORE AGREEING

IN CONSIDERATION of my (and/or my child(s)) participation in all Canucks Autism Network Society Activities and in consideration of Canucks Autism Network Society and any of its affiliated organizations (collectively, “CAN”) permitting participation in these Activities, I agree (for Participants and their kin, heirs, executors, administrators, assigns and successors):

1. **I am aware that there is risk of injury or loss in connection with the Activity, which is serious and considerable**, including the potential for serious personal injury, death and property damage and, furthermore, while protective equipment and personal discipline may reduce this risk, the risk of serious injury still does exist and is considerable.

2. **I freely accept and voluntarily agree to assume all risk of personal injury, death and property damage or loss** connected with the Activity howsoever arising, including:

(a) **conditions on or about** the lands and premises, the operation or specifications of the equipment, transportation and any other operations associated with the Activity;

(b) **actions, omissions or negligence** (including failure to use reasonably prudent and careful care, and failure to protect the Participants from risks, dangers and hazards inherent in the Activity) of CAN and its directors, officers, coaches, volunteers, employees, agents and other representatives (the “**CAN Personnel**”), the owners and lessors of the lands/premises used for the Activity, all of their respective affiliates, successors and assigns (collectively, the “**Releasees**”), and any other participants or spectators; and

(c) **any breach of any other duty imposed by law, by equity or by agreement** of all or any of the Releasees, including any duty imposed by the *Occupiers Liability Act (BC)*; any breach of any agreement, whether written or verbal.

3. **I understand and acknowledge** that the activities and equipment in connection with the Activity are physically and mentally intense. I warrant that the Participants are sufficiently fit and trained for the Activity, and that I am not aware of any medical, physical, or psychological circumstances that would prevent the Participants’ participation in the Activity.

4. **I hereby waive, release and forever discharge** the Releasees from and against any and all manner of liabilities, claims, demands, suits, damages (including direct, indirect, special, punitive, incidental and consequential damages), costs, expenses, debts, actions and causes of action of any kind or nature whatsoever (all, “**Claims**”), including Claims of loss, damage, injury or death howsoever arising (including as described in paragraph 2), that I or the Participants have, may have, or have ever had resulting from or connected in any way with the Participants’ participation in the Activity.

5. **I hereby authorize** the CAN Personnel to administer medication and/or call for medical care for the Participants or to transport the Participants to a medical facility or hospital of their choosing if, in the opinion of the CAN Personnel, medical attention is needed. **I agree** that this does not create a responsibility of the Releasees for the medical care of the Participants. **I will pay, and will indemnify the CAN Personnel for**, all costs associated with any medical care provided for the Participants.

6. **I assume** full responsibility for damage/destruction to property caused by the Participants and **I will pay, and indemnify CAN Personnel for**, any such damage/destruction.

7. **I hereby give consent** to the CAN Personnel to disclose medical information pertaining to the Participants’ health and well-being related necessary for the proper administration of the Activity, and to CAN’s collection, use and disclosure of the Participants’ personal information in connection with the Activity and the business of the Releasees, including to hold the Activity and activities and events similar to it.

8. **I acknowledge** that I have been provided the opportunity to seek legal counsel in connection with this Waiver and, if I did not obtain it, I did so voluntarily without undue influence.

I ACKNOWLEDGE that I am not relying on any statement (oral, visual or written) of any person with respect to the safety of the Activity, and **I FULLY UNDERSTAND THIS WAIVER. Intending to be legally bound**, I agree to this Waiver as set out.