

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement for

(the “Event”)

BETWEEN:

Regional Municipality of Wood Buffalo,
a specialized municipality pursuant to the laws of the Province of Alberta.
(the “Municipality”)

-AND-

(the “Participant”)

By signing this form, you will waive certain legal rights. This form must be signed in ink by the **Participant**. If you have any questions or concerns regarding the statements below, please discuss them with staff before signing.

PLEASE READ CAREFULLY!

Where the word “Municipality” appears in this agreement, it shall include the Regional Municipality of Wood Buffalo, its Councillors, officers, employees, volunteers, agents, sponsors and anyone acting on behalf of the Regional Municipality of Wood Buffalo.

WHEREAS the Municipality operates the following event _____ (the “Event”) held on _____, at _____;
(Date) (Event Location);

AND WHEREAS the Participant has voluntarily and freely decided to participate in the Event;

AND WHEREAS no one may participate in the Event, without signing this waiver agreement (the “Waiver”);

AND WHEREAS in consideration of being allowed to participate in the Event, the Participant agrees and understands the following:

1. That the risks, dangers and hazards associated with the Participant’s involvement in the Event may cause discomfort, severe injury, or death.
 - a. I assume all risks, dangers and hazards, **including those in connection with the novel Coronavirus (COVID-19)** _____.
(Participant initials)
2. That the risks, dangers and hazards associated with the Participant’s involvement in the Event may cause loss or damage to the Participant’s property.
 - a. I assume all risks, dangers and hazards _____.
(Participant initials)
3. That the risks, dangers and hazards associated with the Participant’s involvement in the Event may be caused or contributed to by the Participant’s failure to exercise good judgement or pay due care and attention.

- a. I assume all such risks, dangers and hazards _____.
(Participant initials)
4. That the risks, dangers and hazards associated the Participant’s involvement in the Event may be caused by the conduct of Municipal staff, including negligence and errors of judgment, and the conduct of other participants.
- a. I assume all such risks, dangers and hazards _____.
(Participant initials)
5. That all Participants must adhere to COVID-19 requirements in all Chief Medical Officer of Health Orders.
6. That all Participants must review the Municipality’s relevant Job Safety Analysis and will comply with all safety controls, as provided in **Schedule “A”**.
7. That as a condition of the Municipality allowing me to participate in the Event, I on behalf of myself, my heirs, executors, administrators, successors and legal representatives:
- a. agree to waive all claims that I have or may have in the future against the Municipality for any injury, (including death), loss of property, property damage, financial loss or any other loss whether direct or consequential of or to me, that may result directly or indirectly from the my involvement in the Event, no matter how the loss is caused, including negligence on part of the Municipality but not limited to such loss being a result of **the my involvement in the Event, breach of any statutory or other duty of care, my negligence, the negligence or wrong doing of other participants in the Event or negligence of the Municipality**; and
- b. remise, release, indemnify and forever hold harmless the Municipality from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action whatsoever at law or in equity which I have or may have, by reason of any act, occurrence, or thing whatsoever that may result from mine or a third party’s participation in the Event, and without restriction the generality of the foregoing, on account of any injury, harm, disability, loss or damage of any kind, sustained or which may be sustained however caused.
8. That I hereby confirm that I have read this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, and I understand it and the implications of signing it, and declare that I am signing this document voluntarily and of my own free will, intending my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Name of the Participant (Printed)

Signature of the Participant

Date

The personal information on this form is collected under the authority of Section 33 (c) of the Alberta Freedom of Information and Protection of Privacy Act. The personal information is evidence of your waiver of rights. If you have any questions about the collection and use of this information contact Pulse, 1st Floor Jubilee Centre, 9909 Franklin Ave., T9H 2K4, or call (780) 743.7000

IMAGE RELEASE FORM

TO: The Regional Municipality of Wood Buffalo., its employees, and/or parties designated by the Municipality (collectively, "the **Municipality**")

FROM: The undersigned ("I" or "me")

For valuable consideration, the receipt and sufficiency of which is acknowledged by me, I agree with the Municipality as follows:

1. I acknowledge that I have posed for and/or permitted the Municipality to take my photograph and/or to videotape me.
2. I grant to the Municipality the right to use, publish and display or permit the use, publication and display of any likeness of me, including in the form of negatives, slides, prints, photographs, videos, posters, stories, and other depictions of me (hereinafter referred to as "Images") throughout the universe, in any medium whatsoever in which the Images may appear.
3. I agree that all Images are the property of the Municipality, and I agree that the Municipality may use the name, likeness or biographical information that I have provided, for any purpose associated with the Images.
4. I assign to the Municipality all of my right, title and interest in and to the Images throughout the universe, including, without limitation, all trade-marks, personality rights, publicity rights and any other intellectual property rights. I also waive any and all privacy rights, moral rights and any other rights that I may have in and to the Images to the world. I understand that I do not own the copyright in the Images and I hereby waive any right to copyright that I may have in the Images.
5. I agree that: (i) the Municipality may use the Images in any manner, format and/or medium, (ii) the Municipality may alter the Images without my consent, and (iii) I shall not have any right to approve any use or modification of the Images by the Municipality.
6. I acknowledge that I am not entitled to compensation arising in any way from my consent to the taking or use of the Images. I am not entitled to be provided with copies or originals of any of the Images.
7. I release the Municipality from any and all liabilities arising from any use of the Images.
8. The rights granted in this document are irrevocable and shall continue for the benefit of the Municipality, its successors, assigns and licensees.

By signing this form, I confirm to have read, understood and consent to the above. I am of legal age in my province/territory of residence or have had my parent/legal guardian sign below on my behalf.

Signature: _____

Print Name: _____

Date: _____

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Schedule "A"
Job Safety Analysis