

Please Read Carefully

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

By signing this document you will waive certain legal rights, including the right to sue.

TO: Fraser Valley Water Ski Club **and** the City of Abbotsford, its Parks, Recreation & Culture Commission and School District 34 (Abbotsford) and all their employees, officers, agents, affiliated community associations and volunteers associated therewith (and hereinafter collectively called the "City")

ASSUMPTION OF RISKS

I am aware that water skiing involves many inherent risks, dangers and hazards, including, but not limited to: boarding, riding in and disembarking boats; changing weather conditions; exposed rock, sandbars or other natural or unnatural object; changes in the condition and quality of water; changes or variations in the water surface, including changes due to man-made or artificial influences such as boat wakes and storms; impact with other boats, ski-jumps, docks or other structures, objects or equipment used in connection with water skiing; impact or collision with other water skiers; storms; the failure to waterski safely within one's own ability, negligence of other skiers; negligence on the part of Fraser Valley Water Ski Club or Valley Rite Mix Ltd. or their respective staffs. I am aware that the premises at Fraser Valley Water Ski Club's area of operation at the lake at Albert Dyck Park on Walmsley Road in the City of Abbotsford, Province of British Columbia (the "Principal Location") is owned by Valley Rite Mix Ltd. I am also aware that the risks, dangers and hazards referred to above exist throughout the water ski area and most are unmarked. I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Fraser Valley Water Ski Club accepting my application to use of its boats, water skis, other facilities and services (herein after referred to as the "Facilities and Services"), and in consideration of Valley Rite Mix Ltd. allowing Fraser Valley Water Ski Club to operate at the Principal Location and me to use the Facilities and Services at such location, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Fraser Valley Water Ski Club, Valley Rite Mix Ltd., The City and their respective directors, officers, employees, guides and representatives (all of whom are hereinafter collectively referred to as the "Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of the Facilities and Services due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR ANY OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWNED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1979, C. 303, ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third part resulting from my use of the Facilities and Services; and
4. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

I acknowledge that it is my responsibility to advise the City of any medical or other conditions which may affect my child's participation in the Program and have listed them below:

Medical Conditions (eg. Astthma) _____

Medications _____

Allergies (eg. Food, bites, or stings) _____

Other _____

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____ 20__

Signature of Applicant: _____

Print Name of Applicant clearly: _____

Signature of Parent/Guardian if Applicant is under nineteen years of age:

WITNESS TO ABOVE SIGNATURES: _____

PRINT NAME: _____