

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE.**

PLEASE READ THIS DOCUMENT CAREFULLY

I, _____, _____,
[Print Name] [Apt. and Street]
_____, _____, _____, _____,
[City] [Province/State] [Postal/Zip Code] [Birth Date: dd/mm/yy]

acknowledge and agree that in consideration of being permitted to participate in squash staged and/or operated by Comox Valley Squash Club, at Lewis Centre, Courtenay BC and the City of Courtenay hereinafter referred to as CVSC/ the City:

1. **I DO HEREBY RELEASE** CVSC/the City and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against CVSC/ the City and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in squash or other athletic activity notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of CVSC/the City, or any of their directors, officers, employees, sponsors, independent contractors or agents.
2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**
 - **Squash** may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of squash itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the squash league;
 - as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
 - some of the aforesaid risks and hazards are foreseeable, but others are not;
 - I nevertheless **freely and voluntarily assume all the aforesaid risks and hazards**, and that, accordingly, my preparation for, and participation in squash **shall be entirely at my own risk**;
 - I understand that neither CVSC/the City nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in squash

- I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against CVSC/the City, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for squash, whether or not such loss or injury is caused solely or partly by the negligence of CVSC/the City or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that CVSC/the would not permit me to participate in CVSC/the City unless I signed this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT**, that this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** applies to squash whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by CVSC/the City or one or more of their representatives;
- this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of participation in squash and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of participating in squash, that I have no pre-existing conditions that would hinder my ability to participate in squash.

Participant Name (Please Print)

Witness Name (please print)

Signature

Signature

Date

Date

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in squash.