

SHINNY - LIABILITY WAIVER FORM

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY COMPLETING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ THIS CONTRACT CAREFULLY.

ASSUMPTION OF RISKS:

I am aware that participating in the activities offered by or associated with _____ (the "Organizer") exposes me to many inherent risks, dangers and hazards. By engaging in any such activities offered by or associated with the "Organizer", I freely accept and fully assume all inherent risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY WAIVER OF CLAIMS & INDEMNITY AGREEMENT:

In consideration of being allowed to participate in activities facilitated by the "Organizer", I hereby acknowledge, appreciate and agree as follows:

1. I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the "Organizer" or its proprietors, directors, officers, employees, agents, representatives, assigns and successors, arising from my participation in the activities and sports facilitated by or associated with the "Organizer", and assume full responsibility for my participation in such activity.
2. I waive any and all claims that I have or may in the future have against the "Organizer".
3. I release the "Organizer" 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 participation in activities and sports facilitated by the "Organizer", due to any cause whatsoever including negligence, breach of contract, breach of statutory duty of care on the part of the "Organizer".
4. I hold harmless and indemnify the "Organizer" from any and all liability for any property damage or personal injury to any third party, resulting from my activities and my participation in the activities facilitated by or associated with the "Organizer".
5. That this Agreement shall be effecting and binding upon any heirs, next of kin, executors, administrators and assigns in the event of my death.
6. I acknowledge, confirm and agree that I have had the opportunity to seek and was not prevented nor discouraged by any party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement, did so voluntarily without any undue pressure and agree that any failure to obtain independent legal advice shall not be used as a defence to the enforcement of the obligations under this Agreement.
7. I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I am aware that by signing below, I am waiving certain legal rights which I or any heirs, next of kin, executors, administrators and assigns may have against the "Organizer".

Date Signed: _____

Name: _____

Witness: _____

Signature: _____