

**JUSTICE INSTITUTE OF BRITISH COLUMBIA**

**FIRE & SAFETY DIVISION**

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

PLEASE READ CAREFULLY!

To: Justice Institute of British Columbia ("JIBC")

I, \_\_\_\_\_, in consideration for being eligible to participate in the JIBC Activities (the "Activities") presented by JIBC, the Fire & Safety Division ("FSD") and any officers, officials, managers, employees, agents, contractors, committees, subcommittees, volunteers, instructors or any other representatives thereof (hereinafter defined as "JIBC and FSD Personnel"), hereby AGREE as follows:

1. I am aware that participation in the Activities does require a certain level of physical health and ability and I accept and bear full responsibility for my physical health and ability to participate in the Program. I am aware that the program involves many inherent risks, dangers and hazards and I freely ACCEPT and fully ASSUME all risks, dangers and hazards related or incidental to my participation in the Activities and the possibility of personal injury, death, permanent or disabling injury, property damage and loss resulting therefrom. I understand that I AM RESPONSIBLE FOR MY OWN SAFETY and that the FSD and JIBC Personnel assume no responsibility in connection with my participation in the Activities.
2. I, for myself and for my heirs, executors and administrators, RELEASE AND DISCHARGE the FSD, JIBC and JIBC and FSD Personnel from and against any and all claims, demands, liabilities, actions, suits, losses, costs, damages, expenses and compensation of whatsoever nature (the "Claims") that I may have now or at any time hereafter, AND WAIVE ANY RIGHT I MAY HAVE NOW OR IN THE FUTURE TO SUE THE FSD, JIBC and JIBC and FSD Personnel for any Claims, relating to any personal injury, death, permanent and disabling injury, property damage or loss sustained by me as a result of or arising, in whole or in part, directly or indirectly, from my participation in the Program due to any cause whatsoever, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE ON THE PART OF THE FSD, JIBC AND JIBC AND FSD Personnel.
3. I ACKNOWLEDGE THAT I AM RESPONSIBLE for all costs of rescue or medical attention rendered to me, or for my benefit, arising from my use participation in the Program or the performance of any ACTIVITIES related to the Program. I SHALL INDEMNIFY AND SAVE HARMLESS (MEANING TO FULLY REIMBURSE) the FSD, JIBC and JIBC and FSD Personnel from any and all Claims in respect of any and all such costs.
4. I SHALL INDEMNIFY AND SAVE HARMLESS the FSD, JIBC and JIBC and FSD Personnel from any and all liability and from any and all Claims for any damage to property, including without limitation JIBC or FSD property, or personal injury to or death of any third party, including without limitation any FSD, JIBC and JIBC and FSD Personnel, resulting from my participation in the Activities.
5. In entering into the Agreement, I am not relying on any oral, written or visual representations made by the FSD, JIBC and JIBC and FSD Personnel
6. I confirm, as the Participation, that I have read and understand this Agreement prior to signing it and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to sue, and I agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.
7. I confirm, as the Parent or Guardian of the Participant who is under 19 years of age, that I have read and understood this Agreement prior to signing it and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to sue, and I agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.
8. I agree that his Agreement shall in all respects be governed by and interpreted in accordance with the laws of the Province of British Columbia.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20

PLEASE PRINT:

PARTICIPANTS NAME

WITNESS NAME:

PARENT/GUARDIAN:  
(where Participant is under 19 years old)

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
TELEPHONE NUMBER:

\_\_\_\_\_  
TELEPHONE NUMBER: