

SUMMER VILLAGE OF WHISPERING HILLS

**RELEASE OF LIABILITY, WAIVER OF CLAIMS.
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

WARNING – BY SIGNING THIS FORM YOU ARE ASSUMING LEGAL RISKS WHICH HAVE FINANCIAL IMPLICATIONS TO YOU AND/OR YOUR FAMILY, AND YOU ARE WAIVING IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE? PLEASE READ CAREFULLY?

To: **Summer Village of Whispering Hills**

Names of Person(s): _____ (the Property Owner)
(Please print)

Address of Lake Lot: _____

Mailing Address: _____

ASSUMPTION OF RISK

I am aware that by leaving personal property which I own, or control, or am responsible for, in whole or in part, and in which includes piers, boatlifts, boats or other property of any description on municipal reserves or elsewhere (hereinafter referred to as the "Activities") that such Activities may have many inherent risks, including but not limited to, that they may be a hazard to people operating snowmobiles, all terrain vehicles or equipment, and I agree that I shall assume full responsibility for all such risks and any resultant injuries or property damage.

I freely accept and fully assume all of these and any other risks, danger and hazards and the possibility of personal injury, death, permanent disability, property damage or loss resulting thereof.

Initials ___/___

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **Summer Village of Whispering Hills** allowing me to participate in the Activities, I agree that I hereby:

1. **WAIVE ANY AND ALL CLAIMS**, demands, and actions or causes of actions that I have or may have against the **Summer Village of Whispering Hills**, and its Councillors, officers, directors, employees, agents, contractors, volunteers, sponsors, or cooperating organizations (individually and collectively referred to as the "**Summer Village**"), including without limitation any claims, demands, actions or causes of action arising from my Activities pertaining to or resulting from personal injury or death to any person or property damage to my property, or the property of others no matter how or by whom so caused, and NOTWITHSTANDING THAT SUCH INJURIES OR LOSSES MAY HAVE BEEN CAUSED SOLELY OR PARTLY BY THE NEGLIGENCE, GROSS NEGLIGENCE OR RECKLESS AND WANTON MISCONDUCT OF THE **SUMMER VILLAGE** OR ANY OTHER PARTY.
2. **RELEASE THE SUMMER VILLAGE** from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my Activities DUE TO ANY CAUSE WHATSOEVER, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers' Liability Act of Alberta on the part of the **Summer Village**, NOTWITHSTANDING THAT SUCH INJURIES OR LOSSES MAY HAVE BEEN CAUSED SOLELY OR PARTLY BY THE NEGLIGENCE, GROSS NEGLIGENCE OR RECKLESS AND WANTON MISCONDUCT OF THE **SUMMER VILLAGE** OR ANY OTHER PARTY.

3. **HOLD HARMLESS AND INDEMNIFY THE SUMMER VILLAGE** from any and all liability for damage to the property of, or personal injury to, myself or others, resulting from my Activities.
4. **IRREVOCABLY, UNCONDITIONALLY AND FULLY INDEMNIFY** the **Summer Village** from and against any liability, damages, claims arising from injury, damages, death, costs and expenses (including legal fees incurred by the **Summer Village** in defending itself in any action or proceeding brought by any party claiming against the **Summer Village**) due to my Activities.
5. This agreement shall be binding and effective on my spouse, parents, heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
6. I agree that this release, without limitation, extends to all acts of negligence or gross negligence by the **Summer Village** or any other person and is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. I acknowledge that I have obtained any and all advice, including legal advice that I may have desired before granting this Release.
8. In the event the **Summer Village** is required to commence and legal proceedings to enforce any provisions of this Release, or is required to defend any legal proceeding brought by myself or others as a result of my Activities contrary to the terms or intent and spirit of this Release, that all legal costs and expenses incurred by the Summer Village in doing shall be for the account of and paid by myself, the amount of which shall be determined on a solicitor and his own client basis, i.e. the actual amount charged by the Summer Village's solicitors to the Summer Village.

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

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, UNDERSTANDS THAT HE/SHE MAY BE INCURRING A SUBSTANTIAL LIABILITY TO THE SUMMER VILLAGE AND THAT THE UNDERSIGNED HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE AND INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND A FULL INDEMNITY FOR HIS/HER ACTIONS OR OMISSIONS AND THOSE OF OTHERS.

Signed this _____ day of _____, 20_____.

Signature of Property owner(s)

Signature of witness

Signature of Property owner(s)

Signature of witness

Printed Name of Property Owner

Printed Name of Witness

Printed Name of Property Owner

Printed Name of Witness