



## ASSUMPTION OF RISK AND WAIVER OF LIABILITY

### PLEASE READ CAREFULLY BEFORE SIGNING

BY SIGNING BELOW, YOU AGREE TO ASSUME ALL RISKS OF PARTICIPATING IN THE PROGRAM AND WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY. PLEASE READ CAREFULLY.

**TO:**

**CITY OF CASTLEGAR**  
460 Columbia Avenue  
Castlegar, British Columbia V1N 1G7  
(the "City")

**AGREEMENT:**

1. This agreement relates to myself and/or my association participating in the Program.

**PROGRAM:**

2. I wish to participate in the Adopt-A-Road program (the "**Program**").
3. I declare that I/We are physically and mentally capable of participating in the Program.
4. I/We are aware of all the dangers and risks inherent in the particular activity including, but not limited to, the following:
  - Traffic
  - Dangers around open water
  - Hazardous waste, such as needles, dead animals, etc.

**ASSUMPTION AND WAIVER**

5. I understand and acknowledge the risks and hazards of the Program, including the possibility of injury, permanent disability and death to myself or my Association, and accept full responsibility and agree to the Program at my or my Associations' risk.
6. In entering this Agreement, I/We are not relying on any oral or written representations or statements made by the City of Castlegar or its staff, including those in any brochure, calendar or handout issued to induce us to undertake the Adopt-a-Road program.
7. I assume all liability for any loss or losses that I or my Association may incur or suffer as participants.

and for loss or losses caused by myself or my Association, that are known or unknown, including without limitation, property damage (including damage, destruction, or theft) and bodily injury (including permanent disability and death).

8. In no event will the City or its Agents be liable for any loss, damage, personal or bodily injury, or death, nor for any loss or damage (including indirect or consequential damages) that I or my Association may suffer or cause whether attributable to or arising out of the Program or by reason of any matter or thing done or permitted.
9. I hereby expressly waive any and all claims that I or my Association may now and in the future have against, and release from all liability and agree not to sue, the City, the co-organizers and the sponsors of the Program and the City's elected officials, officers, employees, agents, volunteers or representatives (collectively, the "**Agents**") for any loss, damage, personal or bodily injury, or death sustained or suffered by me or my Association, as a result of my or my Association's involvement in the Program due to any cause whatsoever, including without limitation, negligence, fault or breach of statutory duty, including duties arising from the *Occupiers Liability Act*.
10. I agree to indemnify, save harmless, and defend the City, the Agents and the City's insurer, from and against all claims, demands, costs, expenses (including legal fees), actions, or suits of any nature or kind howsoever caused and whatsoever attributable to, which in any way relate to or arise from my or my Association's participation in the Program, including those actions or claims that may have contributed to or be occasioned by the actions or negligence of the City and its Agents, including all allegations and liabilities based upon contract, tort or statute.
11. I confirm that I am the age of majority and that I have carefully read and understood this Waiver of Liability and Assumption of Risk prior to signing it. I agree that this Waiver of Liability and Assumption of Risk will be effective and binding upon me, my heirs, executors and administrators.
12. I/We agree that this Release is to be interpreted pursuant to the laws of the Province of British Columbia and I/We understand that if I/We have any questions regarding this waiver of rights, I/We should consult a lawyer prior to signing this Release. I acknowledge that at any time, the City of Castlegar may refuse to allow participation to any persons who are a hazard to themselves, or other participants involved in this activity.
13. I/We confirm that I/We have read and understood this Release prior to signing it and agree that this Agreement will be binding upon me/us, my/our heirs, next of kin, executors, administrators and assigns.

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Participant's Signature

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Witness (or parent/guardian if under 19)

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Name (please print)

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Name (please print)

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Date

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Date