

BADGERS SPORTS INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

INITIAL ALL BOXES TO INDICATE YOU HAVE
READ, UNDERSTOOD AND ACCEPT THIS AGREEMENT

Badgers Sports Inc., hereinafter referred to as the 'BSI' is a sports management company offering sports opportunities in various areas. In this Agreement BSI included its servants, agents, contractors, instructors, trustees, directors, officers, administrators, assigns and employees. You, the participant will hereinafter be referred to as 'I' or 'Participant'.

Participant's name:	Last	First	Initial
Participant's address:	Street		
	City	Prov.	Postal Code
	Date of birth	Age	Program Dates

Participant's Parent:	Last	First	Initial
Parents address:	Street		
	City	Prov.	Postal Code
	Date of birth	Age	Program Dates

STATEMENT OF PHYSICAL AND MENTAL FITNESS:

I am in sound physical and mental health and am able to fully participate in BSI and make informed, objective decisions.

I understand the above statement and I am able to fully participate - (initial box):

UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS: I understand and acknowledge that participating in this program may involve serious risks to myself and other participant(s), both anticipated and unanticipated, that could result in injury, disease, illness, and death to myself, other participant(s) and others, and damage to or loss of property. BSI can involve high risk activities and is designed for healthy and fit participants.

Risks to myself may include but are not limited to: cuts, bruises, sprains, strains, burns, partial/complete drowning, fractures, hypothermia, trauma, shock, disease, illness, heat and cold injuries including heat prostration, frostbite, severed limbs, paraplegia, quadriplegia, brain injury, physical and mental injury, and death, which may arise from accidents or incidents caused by: 1) travelling in BSI vehicles, personal vehicles, public transport, on highways and logging roads in adverse conditions 2) accidents while swimming, kayaking, canoeing and rafting in pools, lakes and whitewater rivers; 3) biking, hiking, snowboarding and skiing; 4) acts, errors, or omissions of BSI, including negligence of BSI; 5) acts, errors, or omissions, including negligence of other participants; 6) the Participant's own acts, errors, or omissions including negligence. 7) any other activity not named herein that BSI participates in.

I understand and acknowledge the risks noted above - (initial box):

ACCEPTANCE AND ASSUMPTION OF RISK: I am aware of the risks, dangers and hazards of participation in BSI and fully accept all risks including those specifically listed in this Agreement as well as those not specifically described herein, whether anticipated or unanticipated.

I accept and assume all risks both listed and not specifically described - (initial box) :

ACCEPTANCE OF PERSONAL RESPONSIBILITY: During BSI, I will have the obligation to work closely with other participants and we will be required to share responsibility for each others' safety. I understand and agree that all participants will have this obligation and I am prepared to accept this obligation. If, during BSI I do not fully understand or do not have complete confidence in my abilities, in the use of any equipment, the application of any technique, or in the completion of any procedure, activity or task that I am about to engage in, it is solely my responsibility to ask the instructor any questions and require that the instructor further explain, clarify or demonstrate the use of the equipment, the application of the technique or the completion of any procedure. I agree it is my sole responsibility to refuse to proceed with any activity, procedure or task that I am uncomfortable with or feel unsafe doing.

I will notify BSI should I become physically or mentally unable to safely participate in BSI. I will notify BSI should I decide to use a vehicle, accommodation and/or equipment not provided/arranged by BSI. I agree that BSI has the right to deny my access to any procedure, activity, training, task, travel or part of BSI, should BSI determine that I am physically or mentally unable to safely participate in such part of BSI or should any vehicle, accommodation or equipment arranged by myself not comply with BSI Program requirements.

I understand and accept the personal responsibilities listed above - (initial box):

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY: In consideration of BSI allowing me to participate I hereby agree as follows:

- a. To waive, release, and forever discharge BSI from any and all manner of action, causes of action, suits, demands, debts, contracts, claims, damages, interest, costs, and expenses, that I have, or may in the future have against BSI as a result of any loss, injury, disease, illness, death, and damage that the Participant may suffer, by reason of or arising out of or, in any way connected with or resulting from participation in BSI, due to ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, by BSI.
- b. To indemnify BSI and hold BSI harmless from all costs and expenses, including legal fees, incurred by BSI or on BSI's behalf, in defending or in connection with any claim, action or proceeding which may be brought against BSI for any reason resulting from the Participant's participation in BSI.
- c. To agree, promise, and covenant not to sue, or assert any claim against the BSI for any reason whatsoever arising from or in any way connected with the Participant's participation in BSI or from any claim brought against me by other participants or third parties.
- d. That this Agreement shall be effective and binding upon my heirs, executors, administrators, assigns and representatives.
- e. That this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia; and
- f. Any litigation involving parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.

I understand and hereby release liability, waive all claims and indemnify BSI as listed above - (initial box):

ACKNOWLEDGMENT AND ACCEPTANCE OF THE EFFECT OF THIS AGREEMENT: I have read and understood this Agreement and agree that by signing this document I have given up certain legal rights which I or my heirs, executors, administrators, assigns and representatives may have against the BSI. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Agreement with respect to the safety or value of BSI. I understand that I have the right to seek legal advice before executing this Agreement.

Signed this _____ day of _____, 20 _____

PARTICIPANT:	Name (print):		Signature:	
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PARENT(S) Names and Signatures of parents are MANDATORY IF the participant is under Age 19:

NAME(s) of both parents (print):		
SIGNATURE(s) of both parents:		

WITNESS NAME (print)		Signature:
Witness Printed address & phone no.:		