

GENERAL LIABILITY WAIVER



PLEASE READ THIS LIABILITY WAIVER CAREFULLY BEFORE SIGNING

PLEASE NOTE FOR THE PURPOSE OF THIS WAIVER "RECC" MEANS THE CENTRAL NOVA SCOTIA CIVIC CENTRE SOCIETY OPERATING AS THE "RATH EASTLINK COMMUNITY CENTRE", AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES.

NO PERSON MAY USE THE RECC (INCLUDING BUT NOT LIMITED TO THE CLIMBING WALL, THE AQUATICS CENTRE, THE FITNESS CENTRE, AND THE ARENA) WITHOUT FIRST READING, AGREEING TO THE TERMS, AND SIGNING THIS WAIVER.

FOR PARTICIPANTS LESS THAN 19 YEARS OF AGE, THE PARTICIPANT AND HIS/HER PARENT(S)/LEGAL GUARDIAN(S) MUST BOTH SIGN

RISKS

The following describes some, but not all, risks arising from use of the RECC Facilities:

- 1) **Physical activity:** activities in the RECC Facilities are likely to involve physical activity including but not limited to: swimming, skating, lifting, climbing, and various rope techniques (rappelling, belaying, etc.).
- 2) **Decision making:** activities in the RECC Facilities are likely to involve a participant's judgment and decision-making. RECC staff must also make judgments and decisions as they teach skills or assist participants. It is possible that a staff member or a participant may misjudge the participant's abilities or fitness level.
- 3) **Equipment:** all equipment used in the RECC Facilities, whether owned by the participant or the RECC, includes the possibility of being misused, or breaking, or malfunction.
- 4) **Conduct:** in the course of activities in the RECC participants rely on the conduct of RECC staff, other participants, or third parties (e.g. medical or other emergency personnel) any of whom may act negligently or recklessly.

I understand that the above mentioned risks are examples of risks that I/ my child take when participating in activities at the RECC Facilities. I also recognize that there may be other unknown or unanticipated risks, hazards and dangers which could include physical injury, loss of property, illness, mental or emotional trauma, or even death to me or others.

I understand that participating in activities at the RECC requires a special degree of fitness, skill and knowledge. I also understand that it is my responsibility to communicate any reason I/my child should not participate in activities at the RECC. **I/my child have no mental or physical challenges that might compromise or affect my/my child's ability to participate in activities at the RECC Facilities.**

I understand that RECC staff is available to answer questions about the physical demands of the activities and the risks, hazards and dangers associated with these activities. I understand that RECC staff will attempt to lessen the risk of injury or harm, but that they cannot guarantee my safety.

I/MY CHILD AGREE TO FOLLOW ALL INSTRUCTIONS, RULES, POLICIES, AND PROCEDURES ESTABLISHED FOR SAFE PARTICIPATION IN THE ACTIVITIES AT THE RECC FACILITIES. I UNDERSTAND THAT I, ALONE, AM RESPONSIBLE FOR THE SAFETY OF MY/MY CHILD'S PERSON AND PROPERTY.

Assumption of Risks and Release:

I understand that the RECC will take reasonable action to ensure my safety. I understand the risks that I/my child may take at the RECC Facility and voluntarily assume full responsibility for them. I agree to remove myself/my child from any activity if I feel there are risks I do not want to take. If I/my child feel that for any reason we do not want to complete an activity, I understand that it is my responsibility to remove myself/my child from the activity and that I am free to do so at any time.

In consideration for my entry into the RECC, I (for myself, my successors, assigns, heirs, executors, administrators, and all others who may have a claim on my behalf) **HEREBY FOREVER RELEASE AND DISCHARGE** the RECC from all manner of actions, damages, expenses (including lawyer's fees) or any other claim I may have now or in the future against the RECC for any reason resulting from my use of the Facilities, notwithstanding any claims that may arise from the negligence of RECC.

Indemnity:

I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the RECC from any claim or expense whatsoever arising from my participation in activities at the RECC, whether brought by or on behalf of ME for any injury, damage, death or other loss to me, others, or the property of others, or by or on behalf of a CO-PARTICIPANT for any injury, damage, death or other loss claimed to be caused by me. This indemnity includes any claim arising from medical services or transportation.

Authorization:

In the event that my emergency contact indicated at the bottom of this Document cannot be reached, I authorize RECC staff to, at its sole discretion, secure such medical advice and services as they deem necessary for my health and safety. I understand and agree that the RECC Facility has no responsibility for my medical care and I agree to pay all costs associated with such medical care and transportation.

General:

This agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the applicable federal laws of Canada.

Signature:

By my signature I indicate that I have **CAREFULLY AND FULLY READ AND UNDERSTAND** the General Liability Waiver. I am aware that this is a release of liability and indemnity and **I voluntarily agree to** its terms. I acknowledge that it shall be effective and binding upon me and my family and my heirs, executors, administrators, representatives and estate from the date I sign.

FOR PARTICIPANTS LESS THAN 19 YEARS OF AGE, THE PARTICIPANT AND HIS/HER PARENT(S)/LEGAL GUARDIAN(S) MUST BOTH SIGN

PARTICIPANT	
FIRST + LAST NAME of PARTICIPANT (please print)	
	BIRTHDATE (dd/mm/yy)
I AM ABLE TO READ AND WORK IN ENGLISH AND I UNDERSTAND THE FULL CONTENTS OF THIS DOCUMENT WITHOUT TRANSLATION	
SIGNATURE of PARTICIPANT	
DATE (dd/mm/yy)	

EMERGENCY CONTACT and/or PARENT(S)/LEGAL GUARDIAN(S)	
FIRST + LAST NAME (please print)	
	PHONE
I, PARENT(S)/LEGAL GUARDIAN(S), REPRESENT & WARRANT THAT I HAVE LEGAL CAPACITY TO ACT ON BEHALF OF THE MINOR NAMED HERRIN	
SIGNATURE of PARENT	
DATE (dd/mm/yy)	

ADDITIONAL ACCOUNT INFO (FOR SPECIAL MEMBERSHIPS + TWO WEEK PASSES)

			MEMBERSHIP TYPE
HOME ADDRESS	CITY or TOWN	PROVINCE	POSTAL CODE
PHONE	EMAIL	TWP #:	

FOR OFFICE USE ONLY (by Welcome Desk Associate):

RECEIVED BY:	DATE	ENTERED BY:	DATE
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