

# ASSUMPTION OF RISK RELEASE AGREEMENT

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**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")**

***PLEASE READ CAREFULLY!***

*This Release Agreement shall apply to all subsequent membership renewals.*

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**TO: NANAIMO PICKLEBALL CLUB** and their respective directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

## **ASSUMPTION OF RISKS**

I am aware that participating in the sport of pickleball involves many risks, dangers and hazards including, but not limited to: collision with other persons or objects; being struck by a paddle; being hit by a ball; the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; the risk of personal injury including, but not limited to, strains, sprains, fractures, brain injury, spinal cord injury including paraplegia or quadriplegia, or death; loss of balance or control; slips, trips and falls; negligent first aid; failure to act safely or within one's own ability; negligence of other persons; and, **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees accepting my application for membership in the Nanaimo Pickleball Club and permitting my use of the facilities and premises provided by the Releasees (hereinafter "the premises"), I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the sport of pickleball including, but not limited to, my use of the premises 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 ANY PROVINCIAL OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the premises;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release 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.

6. The headings contained in this Agreement are for convenience only and do not limit the scope or intent of this agreement.

7. The undersigned participant hereby agrees to indemnify the Nanaimo Pickleball Club, associated directors and volunteers for all liability, expense, costs, damages, losses, claims, actions, causes of action incurred or suffered by reason of the undersigned participant's breach of this Agreement.

8. Electronic acceptance of this agreement will have the same enforcement as if it had been signed.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of pickleball other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**