



# COLD LAKE ADAPTIVE TRANSPORTATION SERVICES WAIVER AND RELEASE OF LIABILITY

## SECTION 1: ASSUMPTION OF RISK

**In consideration of being permitted to participate in the Service, I ACKNOWLEDGE and AGREE to the following:**

**I AM AWARE** that by participating in the Cold Lake Adaptive Transportation Services, (the "Service") I may be exposed to risks and dangers ("Risks") that may result in, among other things, the possibility of collisions, slips, falls, accidents, physical injury, illness, bodily contact, whether deliberate or accidental, partial or total disability, personal injury, death, property damage, or other loss resulting therefrom.

**MY PARTICIPATION** in the Service is purely voluntary, and I elect to participate in the Service despite the Risks and accept all responsibility for my participation in the Service.

**I HAVE** either had a physical examination and have been given a physician's permission to participate in the Service or have decided to do so without the approval of my physician.

**I ASSUME AND ACCEPT ALL RISKS AND DANGERS** of any nature whatsoever arising out of, associated with or related to the Service, and with respect to any and all activities associated therefrom.

**I HEREBY WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the City of Cold Lake and the Cold Lake and District FCSS, its elected officials, officers, agents, employees, volunteers, and representatives.

**TO RELEASE THE CITY OF COLD LAKE** from any and all liability for any losses, damage, injury, or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the Service due to any cause whatsoever.

**TO HOLD HARMLESS AND INDEMNIFY** the City of Cold Lake, its agents, elected officials, officers, representatives, advisors, volunteers, directors and employees from and against any and all liabilities, claims, suits or actions, costs, damages and expenses which may be brought or made against the City of Cold Lake or which the City of Cold Lake may pay or incur as a result of or in connection with the Service, without limitation any activities conducted, personal injuries, any loss or damage of any nature whatsoever **NOTWITHSTANDING** that the loss may have been contributed to or occasioned by the negligence of the City of Cold Lake, its elected officials, officers, volunteers, agents, employees and representatives.

**I UNDERSTAND** that any rules and regulations pertaining to the Service are designed for the safety and protection of participants and hereby undertake to abide by these rules and regulations.

**I CONFIRM** that I am of the full age of eighteen (18) years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver and Release of Indemnity before signing, that I have had the opportunity to seek independent legal advice, and I understand that the Waiver will be binding upon my heirs, next of kin, executors, administrators and successors.

**PARTICIPATION WILL BE DENIED** If the signature of adult participant or guardian and date are not on this waiver.

**I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES MAY HAVE AGAINST THE CITY OF COLD LAKE, INCLUDING THE RIGHT TO SUE THE CITY OF COLD LAKE, FOR ANY LOSS OR INJURY I SUFFER FROM PARTICIPATING IN THE SERVICE. I HAVE EXECUTED THIS AGREEMENT VOLUNTARILY.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Applicant's Signature: \_\_\_\_\_

Guardian Name (if applicable): \_\_\_\_\_ Guardian Signature: \_\_\_\_\_

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