

# Release and Waiver Claim

I acknowledge that I am at least eighteen (18) years of age and that I have read this waiver in its entirety and have consented to its terms.

I understand and acknowledge that my participation in the Perth Festival Challenge should not be physically challenging but risk of injury, given the nature of the EventPerth Festival Challenge, cannot be eliminated;

I voluntarily accept all risks of competing in the EventPerth Festival Challenge, including my own actions, the actions of others (including but not limited to other participants, Event Perth Festival Challenge staff and spectators), falls, illness, infection, contact with other participants, EventPerth Festival Challenge staff and spectators, completing any and all obstacles, premises defects, and the effects of weather including but not limited to, heat, humidity and precipitation;

I understand and acknowledge that all applicable rules for participation in the EventPerth Festival Challenge, and all directions and instructions given by EventPerth Festival Challenge staff, must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME AT ALL TIMES** while participating in the EventPerth Festival Challenge;

I certify that I am physically fit and have no medical condition that would make my participation in the Event Perth Festival Challenge more hazardous to myself or to others;

I consent to the use of my image in photographs, motion pictures or recordings taken at the EventPerth Festival Challenge for use in event advertising, marketing or promotions;

By signing this waiver, I agree to **RELEASE, HOLD HARMLESS AND WAIVE ALL CLAIMS** that I have or may have in the future against The Stewart Park Festival, Tay River Reflections, Perth Festival Challenge Organizers including staff and volunteers, Dignity House Hospice, Community Home Support Lanark County, its officers, directors, employees, volunteers, insurers, venue, sponsors, contractors and assigns responsibility (hereinafter collectively referred to as "the Releasee") for all losses, damage, injury or expenses which I may suffer or incur as a result of my participation or presence at the EventPerth Festival Challenge, due to any cause whatsoever, including but not limited to, negligence, gross negligence or negligent rescue on the part of the Releasee and from any breach of contract, statutory duty or duty of care on the part of the Releasee.

I agree not to sue and to indemnify and hold harmless the Releasee from all claims, expenses, fees, liability, damage award or cost of any type howsoever arising from my participation in the EventPerth Festival Challenge.

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I HAVE CAREFULLY READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY and am aware that by signing this document, I am waiving substantial legal rights on my own behalf, and on behalf of my estate, heirs, executors and next of kin, including giving up the right to sue.

For Family Teams: This waiver is also applicable to the following team members as named herein:

**OTHER TEAM MEMBERS** (Full name and age)

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)

Dated \_\_\_\_\_th day of July, 2014. Signed at Perth, Ontario Canada at \_\_\_\_\_a.m.

\_\_\_\_\_  
Participant (Please Print Name)

\_\_\_\_\_  
Signature of Participant

**PARENT OR GUARDIAN OF MINOR.**

I am the parent or guardian of the above named participant(s), who is a minor (under the age of majority). I approve and give my consent to the participation of the said minor in this event and adopt the above release.

**P a r e n t / G u a r d i a n S i g n a t u r e :**

**D a t e :**