

WAIVER, RELEASE, AND INDEMNITY FOR ADULT PARTICIPANTS NINETEEN (19) AND OLDER

(Read Carefully Before Signing)

BETWEEN: The City of Burnaby (the City)

AND: _____
(The Participant)

The City requires this form to be completed as a means of confirming that every participant has considered and is aware of the duty they owe to themselves and to all other participants to be informed and aware of the risks inherent in the chosen activity and to carefully consider those risks against their personal ability and level of fitness. This is for the protection of the Participant, other participants, the public, and the City.

I, THE UNDERSIGNED Participant, do hereby acknowledge that I am aware that there are elements of risk inherent to this or any activity; that I have informed myself to my own satisfaction of the nature of the risks inherent to the particular program or activity named below and agree as follows:

INFECTIOUS DISEASES:

I hereby assume the risk of possible exposure to and illness from infectious or communicable viruses and diseases, including but not limited to SARS-CoV-2, Ebola, influenza, and COVID-19 (collectively, "Transmittable Diseases"), which may be suffered or sustained through my participation in the program identified below. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the City, or others. Further, I agree to comply with all applicable municipal, Provincial, and/or Federal regulations, guidelines, orders, directives or rules, as may relate to minimizing the risk of transmission of any Transmittable Diseases and my participation in the program identified below.

PARTICIPANT TO INDEMNIFY AND SAVE HARMLESS:

That in consideration of the fee to be paid and instruction or other services to be provided, and excepting only the sole negligence of the City, I hereby agree to Indemnify and Save Harmless the City and its officers, servants, agents, and co-sponsoring organizations from any claims, demands, and causes of action that may arise out of my participation in the program named below.

PARTICIPANT TO RELEASE AND WAIVE CLAIMS:

That on behalf of myself, my heirs and assigns, and excepting only the sole negligence of the City, I hereby Release, Waive, and forever discharge the City and its officers, servants, agents, and co-sponsoring organizations, from all claims, costs, causes of action, or demands that may arise out of any incident, accident, or other occurrence that may result in personal or bodily injury, loss of life, property loss, or any other damages to any person by or through my participation in the program identified below.

Program Name: (or see attached)

Program Type:

Co-Sponsors:

Program Dates:

Location:

DATED THIS _____ day of _____, 20 _____.

***This is the City's standard form of Waiver for participants
and cannot be altered.***

(Signature of Participant)

(Reviewed for Completeness by Staff)