

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS DOCUMENT YOU MAY GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE, CLAIM DAMAGES, OR SEEK COMPENSATION.**

PLEASE READ CAREFULLY

This document is to be signed by the participant in order to participate in the following:

Passenger on the Parkland County Seniors' Shuttle service.

and related events and activities (collectively referred to as the "**Event**").

I, (print name) _____ (the "**Participant**"), am 18 years of age or older, and I am aware that the **Event** involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, resulting from, but not limited to:

- (a) the use of equipment, materials or facilities related to the **Event**;
- (b) the actions or negligence of myself or other participants in of the **Event**;
- (c) the actions or negligence of Parkland County or its directors, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the "**Organization**");
- (d) the actions or negligence of Parkland County or its councilors, officers, employees, agents or representatives of any kind (collectively referred to as the "**Municipality**"); and
- (e) additional risks arising out of the **Event** and related events and activities.

I, the undersigned Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself.

_____ (*initial here*)

Further, I, the undersigned Participant, hereby agree as follows:

- (a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that I have or may have in the future against the **Organization** and/or the **Municipality**;
- (b) **TO RELEASE THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in or use of the **Event**, 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 OWNED UNDER THE *OCCUPIERS LIABILITY ACT*, RSA 2000, c O-4, as may be amended, on the part of the **Organization** and/or the **Municipality** **INCLUDING THE ORGANIZATION AND/OR THE MUNICIPALITY'S FAILURE TO PROTECT ME FROM THE RISK, DANGER'S AND HAZARDS REFERED TO ABOVE**;
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the **Event**, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
- (d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** myself, and my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant, hereby acknowledge that I have read the foregoing, and have had the opportunity to ask questions and clarifications before signing. I acknowledge that I understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: _____

Participant Name (print): _____ **Participant Signature:** _____

Witness Name (print): _____ **Witness Signature:** _____