



ALL FIELDS REQUIRED

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
 (hereinafter referred to as the "Release Agreement")
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING
 THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

Participant Name	Last	First	Middle Initial
Address	Street	City	Province Postal Code
Phone Number	Emergency Contact	Name	Phone Number
Birthdate	mm / dd / yy	Email Address	School Name
Sport (circle one) BMX Skate Inline Multiple		How did you hear about the park?	

To: Incline Industries Youth Foundation, Illuma Ventures Ltd., and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION

In this Release Agreement, the term "Skateboarding, Inline Skating & BMX Riding" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: Skateboarding, Inline Skating & BMX Riding, Skateboard, Inline Skate or BMX Bike rental; orientational and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to Skateboarding, Inline Skating & BMX Riding.

PROTECTIVE EQUIPMENT

I am aware of the importance of wearing protective equipment such as elbow/forearm and knee/shin armour when Skateboarding, Inline Skating, & BMX Riding. Wearing an approved helmet while Skateboarding, Inline Skating & BMX Riding may be mandatory under provincial law.

ASSUMPTION OF RISKS

I am aware that Skateboarding, Inline Skating & BMX Riding involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the riding surface including rocks, gravel, trees, and manmade structures such as ramps, rails, stairs, pyramids, manual pads, bowls and jumps; travel or transport to and from the sites used for Skateboarding, Inline Skating & BMX Riding; collision with pedestrians, motor vehicles, and cyclists; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RISKS RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKATEBOARDING, INLINE SKATING & BMX RIDING.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKATEBOARDING, INLINE SKATING & BMX RIDING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Skateboarding, Inline Skating & BMX Riding and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 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 Skateboarding, Inline Skating & BMX Riding, 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 THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SKATEBOARDING, INLINE SKATING & BMX RIDING REFERRED TO ABOVE;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Skateboarding, Inline Skating & BMX Riding;
- 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;
- 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 where the Skateboarding, Inline Skating & BMX Riding takes place and no other jurisdiction;
- Any litigation involving the parties to the Release Agreement shall be brought solely within the province where the Skateboarding, Inline Skating & BMX Riding takes place and shall be within the exclusive jurisdiction of the Courts of that province;
- Should it be necessary for my child to be transported by emergency vehicle due to medical reasons or otherwise, the undersigned assumes and agrees to pay all transportation costs; and
- We (I) hereby grant the RELEASEES the absolute right and permission to copyright and use, reuse, publish, and republish photographic portraits or pictures of me or my child or in which I or my child may be included in whole or in part, or in composite or distorted in character or form, without restrictions as to changes or alterations, in conjunction with my child's own or fictitious name, made through/for any medium for use in any art, advertising, trade, or any other purpose whatsoever. I also consent to the use of any material printed in conjunction therewith. I hereby waive any right that I or the minor may have to inspect or approve the finished product or products or the advertising copy or printed matter that may used in connection therewith or the use to which it may be applied.

Declaration of Fitness To Participate in Skate Park Activities

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Skate Park Activities, including but not limited to Skateboarding, Inline Skating & BMX Riding:
 Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, recent back injury, arthritis, and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.
 I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Skateboarding, Inline Skating & BMX Riding, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

Signed this _____ day of _____, 20____ (Day) (Month) (Year)	Witness
Signature of Participant	Signature of Guardian if Participant is under age of 18
Print name of Participant	Print name of Guardian