

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

**BY ACCEPTING AND AGREEING TO THESE TERMS,  
YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE**

***PLEASE READ CAREFULLY***

**TO: KINDLE ARTS SOCIETY (“Kindle”) and its directors, officers, partners, agents, representatives, employees, volunteers, independent contractors, subcontractors, tenants, landlords, sponsors, successors and assigns. (collectively the “RELEASEES”)**

**DEFINITIONS**

In this Agreement the term "Event" shall include all activities, programs, events, exhibitions, installations, performances, workshops and/or services provided, sponsored, supervised or organized by the Releasees as part of or in relation to “Default Diversion 2016” to be held from September 24, 2016 until September 25, 2016 at the Heritage Acres in Saanichton, British Columbia, including any and all activities, programs, events, exhibitions, installations, performances, workshops and/or services provided, sponsored, supervised or organized by other participants in the Event and any and all other related activities.

**ASSUMPTION OF RISKS**

I am aware that my participation in the Event involves many risks, dangers and hazards, which could result in damage, loss, physical injury or death to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, or traumatic injury. I am aware that I must have enough food, water, shelter and medical or first aid supplies to survive the duration of the Event in a remote wilderness environment.
- Premises: defective, dangerous or unsafe condition of indoor and outdoor facilities, premises, locations, watercourses and structures, including hazardous terrain, shifting and unstable ground, watercourses with swift currents, sharp drop offs in terrain, unstable shorelines, hidden underwater hazards, rapidly changing water levels, unstable structures; falls; collisions with objects, equipment or persons; dangerous or unsafe weather conditions for outdoor facilities; lack of supervision or available first aid; and drowning risks associated with watercourses.
- Art Installations, Performances, Workshops, Vehicles (eg mutant vehicles or art cars): these items are not owned or operated by the Releasees and risks, dangers and hazards include but are not limited to risks of damage, loss, physical injury or death arising from or relating to collapse of temporary structures, fire performances and/or other fire effects, burning structures or art installations, pyrotechnics, breaking or broken glass, unsafe or unstable installations, negligence on the part of performers and participants in the Event, breach of contract on the part of performers and participants in the Event, breach of warranty and/or statutory duty on the part of performers and participants in the Event.
- Electrical Equipment: failure or negligent design or manufacture of electrical equipment including but not limited to electrical generators, distribution lines, power boxes, extension cords, electrical wiring and any and all related equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of electrical equipment; failure by the Releasees to maintain or properly install such equipment; failure to use or operate electrical equipment within my own ability.
- Advice: negligent advice regarding or relating to the Event, including medical advice or advice of a medical nature.
- My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks dangers and hazards of the Event, some of which are referred to above.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:**

In consideration of the Releasees allowing me to participate in the Event and providing services in relation to the Event, I hereby agree as follows:

**1. 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 the Event DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- \* negligence on the part of the Releasees;
- \* breach of contract by the Releasees;
- \* breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance, supervision or adjustment of equipment, installations, performances, workshops and/or structures and any components thereof or activities related thereto;
- \* breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303, on the part of the Releasees; and
- \* the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the Event, some of which are referred to in the Assumption of Risks section of this Agreement.

1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Event.

2. Despite the risks, dangers and hazards of the programs, and fully understanding such risks, dangers and hazards, I wish to participate in the Event, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

3. This 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.

**SAFETY:**

I will conduct myself in a safe and proper manner at all times. I will abide by any rules or regulations and will follow any guidelines, safety precautions or instructions that the Releasees may give orally or in writing.

In entering into this Agreement, presenting a ticket for entry into the Event and/or participating in the Event, I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Event or any aspect of the Event other than what is set forth in this Agreement.

**MEDICAL TREATMENT:**

If I am unable to consent at the time due to injury or illness, I hereby consent to the administration of first aid and other emergency medical treatment for such injury or illness that occurs during my participation in the Event, and RELEASE AND FOREVER DISCHARGE the Releasees and any persons acting on their behalf from any claim whatsoever that may arise on account of any such first aid treatment or other medical services.

I understand and acknowledge that giving such authority does not create any obligation on the part of the Releasees or any persons acting on their behalf to make any decisions, contact any persons, provide first aid treatment or other medical services or otherwise perform any actions on my behalf.

**INSURANCE:**

I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury, death or property damage to any third party while participating in the Event. I am aware of my obligation to obtain my own health and disability insurance in relation to my participation in the Event.

**DISPOSAL OF TICKETS TO THIRD PARTIES:**

If I sell, provide or otherwise dispose of a ticket for entry to the Event to a third party, whether for valuable consideration or not, I UNDERSTAND AND AGREE that in selling, providing or otherwise disposing of the ticket to a third party, I am acting as an agent for that third party in accepting the terms of this Agreement on behalf of that third party, including the exclusion of liability and assumption of risks set out above. I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party to whom I sell or provide a ticket for entry to the Event resulting from that third party's participation in the Event.

If I have purchased, received or accepted a ticket for entry to the Event from a person or persons other than the Releasees, I UNDERSTAND AND AGREE THAT in consideration of the Releasees allowing me to participate in the Event and providing services in relation to the Event:

1. I am bound by the terms of this Agreement in the same manner as if I had purchased a ticket for entry to the Event from the Releasees directly, including the exclusion of liability and assumption of risks set out above.

2. The Releasees will have the full benefit of the terms of this Agreement, including the exclusion of liability and assumption of risks set out above, notwithstanding that I did not purchase a ticket for entry to the Event from the Releasees directly.

**MINOR CHILDREN:**

I certify that I am the parent or legal guardian of any minor children on whose behalf I am purchasing a ticket for entry to the Event. I agree that I will have proof of my legal relationship to any minor children available at all times prior to and during the Event in case it is required by the Releasees.

**I assume all risks and responsibilities for the safety and well-being of any minor children on whose behalf I have purchased a ticket for entry to the Event, and I ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH MINOR CHILDREN as agent for such minor children. I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any minor children to whom I sell or provide a ticket for entry to the Event resulting from that minor child's participation in the Event.**

**JURISDICTION:**

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

**OTHER:**

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Province of British Columbia. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidating of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

**I CONFIRM THAT IN COMPLETING THE REGISTRATION PROCESS FOR THE EVENT, PURCHASING OR ACCEPTING A TICKET FOR ENTRY TO THE EVENT, PRESENTING A TICKET FOR ENTRY TO THE EVENT AND/OR PARTICIPATING IN THE EVENT, I HAVE READ AND UNDERSTOOD EACH PARAGRAPH IN THIS AGREEMENT AND THAT I FREELY ACCEPT THE TERMS OF THIS AGREEMENT, INCLUDING THE ASSUMPTION OF ALL RISKS AS SET OUT ABOVE. I UNDERSTAND AND ACKNOWLEDGE THAT THIS IS A BINDING LEGAL COMMITMENT.**