

Res Code

## Midnapore Lake Residents Association

### UNCONDITIONAL RELEASE OF LIABILITY – READ CAREFULLY

IN CONSIDERATION for the opportunity to use personal watercraft, including canoes, rowboats, pedal boats and kayaks ("Watercraft") and for the use of the equipment and facilities of the Midnapore Lake Resident's Association Ltd. ("MLRA") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE AND AGREE that in this Release the term "Activities" shall include all activities in any way related to the rental of Watercraft including, but not limited to, the operation of Watercraft; transportation or travel to and from the water or starting point with or without Watercraft; loading and unloading of Watercraft, the overturning or upsetting of Watercraft; and/or sudden violent and unexpected movement of the Watercraft.

2. ACKNOWLEDGE, agree and represent that I understand the nature of operating Watercraft, and that I am qualified, in good health, and in proper physical condition to operate such Watercraft. I also acknowledge that I have been advised to wear a lifejacket (personal flotation device) while operating any Watercraft. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while using the Watercraft.

3. FULLY UNDERSTAND that: (a) CANOEING, ROWING, KAYAKING AND PEDAL BOATING INVOLVES RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others involved in the operation of such Watercraft, the condition in which the Activities take place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my use and operation of Watercraft from the MLRA.

4. HEREBY RELEASE, discharge, and covenant not to sue MLRA, their administrators, directors, officers, agents, members, volunteers and employees, contractors, and if applicable owners and lessors of premises upon which the rental takes place (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of the agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

5. ACKNOWLEDGE AND AGREE that this Release shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and

6. ACKNOWLEDGE AND AGREE that any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.

MARINE LIABILITY ACT: The *Marine Liability Act*, S.C.2001,c.6, may limit the liability of the Operators in the event of an accident resulting in injury or death.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the rental of Watercraft from MLRA, other than what is set forth in this Release.

I AGREE: I have read, and understand the stated policies as set forth by MLRA and agree to all conditions. I am at least 18 years of age.

Participant Address \_\_\_\_\_

Participant Name (please print) \_\_\_\_\_

Signed by participant \_\_\_\_\_ Date \_\_\_\_\_