**CHILLIWACK FOUNDATION – EVENT WAIVER**

**WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE SIGNING**. Completed waivers must be returned before participating in the Chilliwack Foundation’s “Rally ‘Round the Chilliwack Foundation” scavenger hunt fundraiser event (the “**Event**”).

By signing below, the Participant (named below) and/or the Participant’s Guardian understands, acknowledges and assumes the inherent risks in participating in the Event, including, but not limited to: the potential for bodily injury or illness; permanent disability, paralysis, or loss of life; collision with vehicles or natural or manmade objects; dangers arising from adverse weather conditions; imperfect road conditions; equipment failure; inadequate safety measures; circumstances known, unknown or beyond the control of the Chilliwack Foundation; and negligence or omission of the Chilliwack Foundation (collectively, the “**Risks**”).

The Participant and/or the Participant’s Guardian hereby grants permission for the Chilliwack Foundation to use the Participant’s picture in any website or social media posting or other visual account of the Event.

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

In consideration for allowing the Participant to participate in the Event, the Participant and/or the Participant’s Guardian hereby: (a) release, discharge and forever hold harmless the Chilliwack Foundation and its partners, sponsors, agents, affiliates, directors, employees, officers and volunteers (collectively, the “**Releasees**”) from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Event; (b) waive any right to sue the Releasees (or any of them) in respect of all causes of action (including injuries or illness caused by the Releasees’ negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Event, including without limitation the right to make a third party claim or claim over against the Releasees (or any of them) arising from the same; and (c) freely assumes all risks associated with the Risks, including anything incidental to the Risks, which may arise as a result of participation in or in connection with the Event. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE RELEASEES.**

Further, in consideration of the Chilliwack Foundation allowing the Participant to participate in the Event, in the event the Participant is under the age of 19 years, the Participant’s Guardian agrees to indemnify and hold harmless the Chilliwack Foundation and the Releasees from and against any claims or demands which might be made against any of them arising out of or in consequence of the attendance or participation of the Participant in the Event.

***SAFETY RULES AND CONDITIONS OF PARTICIPATION***

The Participant and/or the Participant’s Guardian further agree that at all times during the Event they will: (a) comply with all traffic rules and regulations; (b) not operate a vehicle while impaired by drugs, alcohol or medication; (c) only operate a vehicle if in possession of a valid driver’s license (collectively, the “**Safety Rules**”).

If at any time the Participant does not strictly comply with the Safety Rules, the Participant and/or the Participant’s Guardian agrees that the Chilliwack Foundation may terminate their right to participate in the Event immediately and without notice. In such circumstances, the Participant will have no right whatsoever to continue to participate in the Event.

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

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| --- | --- | --- | --- |
| **Print Name:** |  | **Date of Birth:** |  |
|  | the “**Participant**” |  | (mm/dd/yyyy) |
|  |  |  |  |
| **Print Name:** |  |  |  |
|  | The “**Guardian**” (if Participant is a minor) |  |  |
|  |  |  |  |
| **Signature:** |  | **Date:** |  |
|  | Participant or Guardian for minor |  | (mm/dd/yyyy) |