



## Marathon Shuffle

### Waiver and Release of All Claims (the "Agreement")

#### WARNING:

- ***THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!***
- ***BY THIS AGREEMENT YOU ARE AGREEING NOT TO SUE ANY PERSON FOR ANY INJURY, HARM, OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN Powell River Parks and Wilderness Society (PRPAWS) OR IN ANY PRPAWS EVENT.***

#### I UNDERSTAND AND ACKNOWLEDGE THAT:

- *I am solely responsible for my own safety and well-being in my participation in Powell River Parks and Wilderness Society ("PRPAWS") and PRPAWS races, activities, and other events ("PRPAWS Events").*
- PRPAWS Events are *physically challenging and hazardous* activities even for well-conditioned and prepared athletes under favorable conditions.
- I understand that I should not participate in PRPAWS or PRPAWS Events unless: (1) I am in excellent physical condition; (2) I have trained adequately; and (3) I have no medical condition that could be worsened by vigorous activity.
- I am aware that my participation in PRPAWS and PRPAWS Events may involve *risks to my health and safety*, including permanent injury or death, and *I freely accept and fully assume and any and all risks, dangers, and hazards, and the possibility of personal injury, death, property damage and loss resulting from all risks, dangers, and hazards.*
- neither PRPAWS nor the organizer of an individual PRPAWS Event (the "**Event Host**") is responsible for assessing my ability to participate in any PRPAWS Event. I have made all medical and other inquiries as are reasonably necessary to declare that I am healthy and fit enough to participate in PRPAWS and in PRPAWS Events.
- neither PRPAWS nor PRPAWS Event Hosts provides participant accident, disability, or other insurance, and that I am solely responsible for providing such coverage as is necessary, prudent, or desirable.

**Knowing these facts, and in consideration of being permitted to be a member of PRPAWS, and to participate in PRPAWS Events, I AGREE AS FOLLOWS:**

**1. TO WAIVE ANY AND ALL RIGHTS, CLAIMS, AND CAUSES OF ACTION** that I have or may in the future have, whether presently known or unknown, against the PRPAWS, and Event Hosts, together with the officers, directors, employees, representatives, agents, sponsors, and volunteers of each, and any other person involved in PRPAWS and PRPAWS Events, and any government or private jurisdiction or landowner or occupier in or on whose property a given PRPAWS Event takes place (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, arising out of or in connection with my participation in a PRPAWS event or in PRPAWS, 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 occupier liability legislation, on the part of the Releasees, and including the failure on the part of the Releasees to safeguard or protect me from any risks, dangers, and hazards arising from my participation in PRPAWS and PRPAWS Events, and* **COVENANT NOT TO SUE FOR DAMAGES** the Releasees with respect thereto;

**2. TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of, or personal injury to, any third party arising out of or in connection with my participation in PRPAWS or a PRPAWS Event, or in connection to any claim commenced, maintained, continued, or assigned by me against any person which results in a claim by that person or any other person being brought against the Releasees. For greater certainty, this indemnity will include full indemnification of legal fees;

3. To grant permission to PRPAWS and Event Hosts **for full use**, without restriction of any kind, **of my name, mailing address, and any photographs, videotapes, recordings of me, or any record of my participation in PRPAWS or a PRPAWS Event**, including use of my image on a website or other form of publicity or other publication, and understand that no monetary compensation will be given for the use of the materials;

4. 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;

5. 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 no other jurisdiction, and any litigation related to my participation in PRPAWS or a PRPAWS Event or related 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.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of PRPAWS or any PRPAWS Event.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ENTERING INTO THIS 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.**