



**RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT:
ADULTS**

**To: Participant in the _____ Course/Workshop/Event sponsored by the
Swamp Donkey Musical Theatre Society ("the Society")**

Assumptions:

You, as a participant in the _____ Course/Workshop/Event (registrant) understand that the Swamp Donkey Musical Theatre Society ("the Society") is a non-profit Society in the Bragg Creek area and surrounding communities. The Society sponsors courses, workshops, and events led by trained and qualified theatre professionals for the benefit of persons of all ages, genders, nationalities, ethnic origins, and sexual orientations who are interested or prospectively interested in a theatrical experience and community involvement. The Society undertakes to provide these experiences in a safe, professional, positive, and non-discriminatory environment and makes all possible efforts to ensure that each person registered and attending those courses/workshops/events has a fun, creative, and educational experience.

Notwithstanding our best efforts, however, the Society also acknowledges that unforeseen circumstances outside of our control may result in accident or injury in the course of even a carefully planned and supervised activity. The Society cannot take responsibility for the unforeseen or unpredictable. The Society reserves the right to isolate or prevent participation of any individual who acts in an undisciplined, obstructive or unauthorized manner which negatively affects the safety of themselves or other participants in the course/workshop/event.

By reason of the aforesaid unforeseen circumstances, unexpressed assumptions, and/or unreasonable expectations it is important and necessary for the Society to protect itself from lawsuits or charges that might be initiated while the agents of the Society are acting in good faith, with due diligence, and within the scope of their authority in the described activity in which the participant is registered.

IN RECOGNITION OF THE RECITALS ABOVE AND IN CONFIRMATION THEREOF:

Name: _____ DATE: _____

Address: _____, ("the registered Participant")

HEREBY AGREES THAT:

1. I am aware of the risks assumed by the Society in providing services and education for me.
2. I have provided all relevant information to the Society about any relevant medical, physical, or mental challenges of which I am aware, and which may pose a difficulty during my participation in the course/workshop/event in which I am registered, and authorize the Society to provide the defined services to me and assume sole responsibility for any risks to me that are not caused by the negligence or willful malfeasance of the agents of the Society.

3. I am aware that, if the Society becomes aware of, or ascertains any facts of which it was not previously advised in provision of services to me, whether by reason of changes in my mental or physical health or demonstration of behaviors that are considered, by the agent performing the services to be a risk to me or others, the agent may refuse to continue providing services or vary the type of services and shall give notice as soon as practicable of the reasons for termination or variation of the services provided by the Society.
4. I am further aware that the Society and its agents are committed to make all possible efforts to provide the services for which I am registered in a safe, predictable, and conscientious manner, but that unforeseen circumstances arising may require unusual or undescribed responses. I accept that, in that case, an incident report shall be written and I will be entitled to request a copy of that report.
5. I therefore hereby agree as follows:

To waive any and all claims that I now have or may in the future have against the Society or its agents which may arise out of any aspect of the services for which I am registered;

To release the Society and its agents from any liability for any injury, including death, that may be suffered under the *Occupiers Liability Act*, R.S.A. 2000, c.0-4, on the part of the Society to safeguard or protect me against hazards outside the course of the described services. I further indemnify and hold harmless the Society and its agents from any and all liability for any property damage or personal injury to any third party resulting from the services provided. The sole exception would be bodily injury or property damage to me or any third party caused solely by the negligence or willful criminal acts of the Society or its agents.

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.

This Agreement shall be governed by, and interpreted in accordance with, the laws and regulations of the Province of Alberta, and any litigation involving the parties to this Agreement shall be brought within the Jurisdiction of the Court of Queen's Bench of Alberta.

In entering into this Agreement, I am relying only on the recitals and Agreements of this document and of those attached hereto and provided herewith by the Society, and no other verbal or written communications or representations.

I confirm that I have read and understood the agreement prior to signing it, and I am aware that by signing this Agreement I am waiving certain legal rights that I may have against the Society or its agents.

SIGNED THIS ____ DAY OF _____, 20 ____ AT _____.

Signature

Witness Signature

Please Print Name Clearly

Please print name clearly