

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT
TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

SIGNATURE OF
PARTICIPANT

Name	Last	First	Middle Initial
Address	Street		
	City	Prov./State	Postal/ZipCode

Organization Name Ogopogo Gliders Skating (to be referred to as "organization") and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "the Releasees")

"SPORT ACTIVITIES": Community Hockey Club (to be referred to as "SPORT" in this documents)

DEFINITION

In this Release Agreement, the term "SPORT" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: "SPORT"; "SPORT" rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to "SPORT".

PROTECTIVE EQUIPMENT

I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for my sport.

ASSUMPTION OF RISKS

I am aware that "SPORT" involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the playing surface including rocks, gravel; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for "SPORT"; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, cyclists and other players; failing to play safely or within the limitations of one's own abilities, negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RISKS RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF "SPORT".

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH "SPORT" AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in "SPORT" and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 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 "SPORT" 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 THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN "SPORT" REFERRED TO ABOVE;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in "SPORT";
- This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the "SPORT" takes place and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the "SPORT" takes place and shall be within the exclusive jurisdiction of the Courts of that province.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

Signed this _____ day of _____, 20_____.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is age of majority

Child Informed Consent Form

Dear Parent/Guardian of Registrant:

Thank you for choosing to use the facilities, services or programs of the City of Penticton Parks, Recreation and Culture Department. We request your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following INFORMED CONSENT.

I, _____, declare that my child, _____ intends to use some or all of the activities, facilities, programs and services offered by the City of Penticton Parks, Recreation, and Culture Department and PacificSport and I understand that each person, (my child included), have different capacities for participating in such activities, facilities, programs, and services. I am aware that all activities, services and programs offered are educational, recreational, or self-directed in nature. I assume full responsibility before, during and after participation to instruct my child on the choices available to him/her relative to the risks to be undertaken, information or instructions available.

I understand that part of the risk involved in undertaking any activity or program is relative to one's own state of fitness or health (physical, mental, or emotional) and the awareness, care and skill with which my child conducts themselves in that activity or program. I acknowledge that my child's choice to participate in any activity, service and program of the City of Penticton Parks, Recreation and Culture Department and PacificSport bring with it the assumption by me of those risks or results stemming from this/these choice(s) and the fitness, health, awareness, care and skill that my child possesses and uses. In addition, I understand that I am free to withdraw my child from, reduce or modify involvement in any program activity and I realize that I should do so upon recognition of any signs of transient lightheadedness, fainting, chest discomfort, leg cramps, nausea, etc.

I further understand that the activities, programs and services offered by the City of Penticton Parks, Recreation and Culture Department and PacificSport are sometimes conducted by personnel who may not be licensed, certified, or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any medical or physical disease or condition by those who are not duly licensed, certified or registered and herein employed to provide such professional services.

In addition, I acknowledge that I have inquired about the nature of any activity, program or services that I am not completely familiar with and I have been informed of any inherent risks.

For the safety of your child(ren), staff are no longer permitted to release children into the custody of ANYBODY who has not been pre-authorized by you to take your child(ren) at the end of the day. Please inform staff of ALL people, including yourself, mother, father, aunt...who may be picking up your child. If someone is picking up your child...who has not been pre-authorized, it is mandatory for staff to call you and check that the person is allowed to pick up your child before the child is released.

I declare that I have read, understood and agree to the contents of this INFORMED CONSENT AGREEMENT in its entirety.

Parent/Guardian (*signature*)

Date

Program Name(s): _____

Program Number(s): _____

I have submitted or updated a complete Child Medical Information Form. _____ (initials)

See Over >>>

Photo/Video Release

I hereby grant the City of Penticton permission to use my likeness in photograph(s)/video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by the City of Penticton, in perpetuity, and for other use by the City. I acknowledge the City's right to crop or treat the photograph at its discretion. I also acknowledge that the City may choose not to use the photo at this time, but may do so at its own discretion at a later date.

I also understand that once the image is posted on the City of Penticton website, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims the City of Penticton.

I will make no monetary or other claim against the City of Penticton for the use of the photograph(s)/video.

Name of Person(s) in Photo (please print):

Phone _____

I am 19 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning and impact of this release.

Signature _____

Date _____

OR if the photo is of a Minor (under the age of 19), there must be consent by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

Signature _____

Date _____

Parent/guardian printed name: _____

Phone: _____

Child Medical Information Form

Participants Full Name (first & last)	Birth date (mm/dd/yyyy)	Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/>	Age at Program
Address	Home Phone #	Health Card # (must be provided)	
City & Province	Postal Code	Local Contact Info (if applicable)	
Parent (1) Name (first & last)	Home Phone #	Business/Cell Phone #	
Parent (2) Name (first & last)	Home Phone #	Business/Cell Phone #	
Emergency Contact Person (other than parents)	Phone #	Relationship	
	Phone #		
Legal Custody <input type="checkbox"/> Both Parents <input type="checkbox"/> Parent 1 <input type="checkbox"/> Parent 2 <input type="checkbox"/> Other Guardian _____ (relationship)	Doctor's Name	Phone #	
Advice about habits, physical or emotional needs: We want all of our participants to have a positive experience. Please include any details which apply to the sections below. The more information you are able to provide, the better we are able to meet the specific needs of your child. For any specific problems of a confidential nature, please include a separate letter to the Recreation Coordinator marked "Confidential".			
Check if applicable: <input type="checkbox"/> Child requires additional assistance due to special needs <input type="checkbox"/> Child has an assigned assistant working with them in the school system <input type="checkbox"/> You require consultation with the coordinator regarding your child's participation Please provide more detail:		FAMILY In the past year have there been any changes in the family relationship? <input type="checkbox"/> birth <input type="checkbox"/> marriage <input type="checkbox"/> death <input type="checkbox"/> separation <input type="checkbox"/> divorce <input type="checkbox"/> none	
Does your child easily make friends with: <input type="checkbox"/> own age <input type="checkbox"/> younger <input type="checkbox"/> older <input type="checkbox"/> adult	EATING HABITS <input type="checkbox"/> Vegetarian <input type="checkbox"/> Fussy <input type="checkbox"/> Vegan <input type="checkbox"/> Food Allergy <input type="checkbox"/> Dietary Restrictions		
Is your child: <input type="checkbox"/> eager to attend <input type="checkbox"/> urged by parent to attend	List food allergies: _____ List dietary restrictions: _____		
MEDICAL Does your child require special medical attention? <input type="checkbox"/> asthma <input type="checkbox"/> allergies <input type="checkbox"/> other: _____ **If your child has a SEVERE ALLERGY, please ask for the Anaphylaxis Data Sheet and Action Plan		<input type="checkbox"/> Epileptic - please elaborate as to type, frequency, any factors likely to cause seizure, and the effectiveness of medication: <input type="checkbox"/> Diabetic - if yes, please indicate any special diet:	

Has this person received a TETANUS IMMUNIZATION? Yes No (Applies to Pacific Sport Programs)

MEDICATIONS: if applicant is under medication, please list below:		
GENERIC NAME	DOSAGE	TIME GIVEN

Please list any precautions or physical limitations that may affect yours or your child’s enjoyment and learning i.e. joint problems, previous injuries, etc. If you have any other information that may be of assistance to the instructor, we would appreciate that you would inform us:

Consent

I, _____ do hereby declare that I am the parent or legal guardian of the above participant, and hereby consent that they may be a participant in the above program. I certify that this document is true and accurate and I agree to advise the Penticton Recreation Department and PacificSport, in writing, of any change in the medical condition of this child/person. I understand unless the Penticton Recreation Department and PacificSport hears from me otherwise, they will assume that all medical information is unchanged from the date of this agreement.

Signature of parent/guardian

Date

Personal information collected on this form is collected for the purpose of processing this application and for administration. It is collected under the authority of the Municipal Act, R.S.B.C. 1996, c323 and the Freedom of Information and Privacy Act R.S.B.C. 1996 c165 and is necessary for the operation of PacificSport programs and related activities.