

Supporting individuals living in homelessness through collaboration with the community and its support systems

Centre of Hope – Hope in the Dark Presented by ATCO GAS

PARTICIPANT RELEASE AND AGREEMENT

I, _____, wish to participate in the activities associated with Hope in the Dark offered/sponsored by the Centre of Hope (“Centre”) that may include sleeping outdoors either in a tent, cardboard box or sleeping bag and other activities related to staying outdoors overnight and that are to take place at the Clear Water Education Centre – 231 Hardin Street, Fort McMurray; and

_____, a minor and under my custody and care, wishes to participate in the Activities with me, and I will be responsible for his/her wellbeing during the Activities and shall oversee his/her participation and involvement at all times; and

I and the minor (if applicable) are capable of participating in the Activities, and I choose to do so at my own risk.

IN CONSIDERATION of the Activities referred to above, I agree on my behalf and that of the minor as follows:

(a) TO WAIVE ANY AND ALL CLAIMS that I and the minor (if applicable) have or may have in the future against the Centre and its directors, officers, employees, agents or consultants and independent contractors (all of whom shall collectively be referred to as the “**Releasees**”);

(b) TO RELEASE THE RELEASEES from any and all liability for any loss, damage,

injury or expense that I may suffer, the minor or that my next of kin may suffer as a result of my participation in the Activities due to any cause whatsoever, INCLUDING

NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY

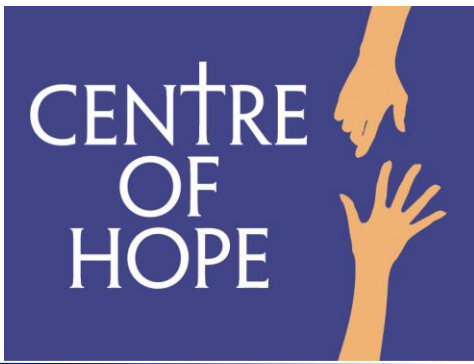
OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED BY THE

RELEASEES;

(c) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from the Activities;

(d) This agreement and any rights, duties and obligations as between myself and the

Releasees shall be governed by and interpreted in accordance solely with the laws of the



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Province of Alberta and any litigation involving myself and the Releasees shall be brought within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province; and

(e) This agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set out expressly in this agreement.

SIGNED this ____ day of _____, 2018 at _____.

(City/Town) (Province)

(Signature of Participant) (Witness to Participant's Signature)

(Name of Participant – in full)

(Signature of Minor's Guardian) (Witness to minor's guardian Signature)

(Name of Minor's Guardian – in full)

NOTE: This agreement must be completed in full, signed, dated, witnessed and paragraph (a) above initialled before the participant may participate in the Activities. The terms and conditions of this agreement are binding. Do **NOT** alter or amend this agreement. Unauthorized alterations and/or amendments will not limit Centre's ability to enforce the terms and conditions as they exist un-amended.

EMERGENCY CONTACT: _____