

THE BEACH YYC

RELEASE OF LIABILITY, WAIVER OF CLAIMS

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU UNDERSTAND THE RISKS ASSOCIATED WITH USING THE BEACH YYC FACILITIES, AND/OR PARTICIPATING IN THE BEACH YYC ACTIVITY(IES), AND THAT BY USING THE BEACH YYC FACILITIES AND/OR BY PARTICIPATING IN THE BEACH YYC ACTIVITY(IES) YOU MAY BE EXPOSED TO THE RISKS IDENTIFIED BELOW

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

PLEASE READ CAREFULLY

In consideration of permission granted, now or in the future, by 2070741 Alberta Ltd., doing business as "THE BEACH YYC", to participate in its activities and to use its equipment and facilities, as well as any training and services provided, I hereby agree and acknowledge:

1. I, personally and on behalf of my spouse, my child(ren), my parent(s), my heir(s), assign(s), personal representative(s) and estate release, indemnify (on a solicitor and client basis) and forever discharge THE BEACH YYC, its insurers, agents, owners, members, shareholders, officers, directors, managers, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), from all liability for any loss, damage, injury, illness, death or expense that I may, or my spouse, my child(ren), my parent(s), my heir(s), assign(s), personal representative(s) or estate may, suffer (including from the contraction of COVID-19), as result of my attendance at THE BEACH YYC or participation in any activities by THE BEACH YYC, and waive as against the RELEASED PARTIES all recourses, loss or damages, including any consequential damage or lossclaims, causes of action of any kind whatsoever and I voluntarily accept the legal risk, thereby expressly giving up any right of action, and the physical risk arising from all liability whether such liability arises in contract, by reason of negligence, or by reason of breach of duty raised by statute ((including any duty of care owed under the *Occupier's Liability Act*, RSA 2000 c. O-4, as amended), or in any manner whatsoever.
2. **I further acknowledge and agree:**
 - a. that my participation in the activities provided at THE BEACH YYC's indoor beach recreation facility entails known and unknown, unforeseeable risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to my property or to third parties. The risks include, among other things and without limitation: exposure of participants to the risk of catching COVID-19, : exposure of participants to the risk of cuts and bruises, sprained or broken wrists and ankles, concussions, dislocations, head/neck injuries, and in some cases more serious injuries, including paralysis or death;
 - b. traveling to and from facilities raises the possibility of any manner of transportation related accidents;
 - c. THE BEACH YYC employees have difficult jobs to perform, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that THE BEACH YYC employees may be negligent in, among

other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities;

d. **I expressly agree and promise to voluntarily accept and assume all of the risks existing in the activities present at THE BEACH YYC. My participation in these activities is purely voluntary, and I elect to participate in spite of all known (foreseeable), and unknown (unforeseeable) risks;**

e. I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have, pre-existing or otherwise. I further confirm that I have not consumed any alcohol, drugs, or participated in any other activity which might impair my ability to safely participate in the activity prior to or during the course of my partaking in any of the activities located at THE BEACH YYC'S facility;

f. In the event that I file a lawsuit against THE BEACH YYC for any reason, I agree to do so solely in the Province of Alberta and I further agree that the substantive law of Alberta shall apply in that action without regard to the conflict of the law rules of that Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect;

g. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at THE BEACH YYC, grant THE BEACH YYC, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with THE BEACH YYC to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are the exclusive property of THE BEACH YYC;

h. I understand that this Release represents the entire agreement between myself and THE BEACH YYC (and the RELEASED PARTIES), and is binding on myself and anyone claiming through or under me. I on my own behalf am executing this Release freely and voluntarily without any compulsion on the part of THE BEACH YYC or any of the RELEASED PARTIES.

i. In consideration of not being required to sign a new copy of this RELEASE before each visit, I further agree that this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including all provisions of this Agreement.

j. The Alberta Government declared a province-wide state of emergency under The *Emergency Management Act* on March 17, 2020 to protect the health and safety of all Albertans and to reduce the spread of the novel coronavirus (or COVID-19). COVID-19 is easily spread by contact with droplets produced by people who have the virus.

k. THE BEACH YYC has put in place measures to reduce the spread of COVID-19, however THE BEACH YYC cannot guarantee that any individual attending THE BEACH YYC facilities or participating in THE BEACH YYC activity(ies) will not become infected with COVID-19. Further, attending THE BEACH YYC and participating in THE BEACH YYC activity(ies), could increase the risk of contracting COVID-19.

l. I have informed myself of the risks of COVID-19. I knowingly, willingly, and voluntarily consent to attend at THE BEACH YYC during the COVID-19 pandemic, even though my participation could heighten the chances that I become infected with COVID-19.

IF THE PARTICIPANT I AM EXECUTING THIS RELEASE ON BEHALF OF IS A MINOR:

j. I agree that this Waiver, Release of Liability, Indemnity and Assumption of Risk Agreement (this "RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this Release; and

k. I further agree to defend, indemnify and hold harmless THE BEACH YYC from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES.

I confirm that I have had sufficient time to fully read and understand this COMPLETE RELEASE, WAIVER OF CLAIM and ASSUMPTION OF RISK in its entirety.

BY SIGNING THIS DOCUMENT I ACKNOWLEDGE I WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FROM THE BEACH YYC

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT I AM AWARE THAT THE TERMS CONTAINED HEREIN ARE LEGALLY BINDING. I understand and agree that the assumption of risk contemplated herein is intended to be as broad and inclusive as possible by the applicable laws of Canada and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect.

DATED THIS ____ DAY OF _____, 20__.

PARTICIPANT/PARENT NAME

SIGNATURE (18+)

DATE OF BIRTH

PHONE NUMBER

CHILD'S NAME(S) AND BIRTHDAYS(S)

TBYYC EMPLOYEE
