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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

Release executed on _____ [date], 20____, by _____ [name], of _____ [address], City of _____, Province of _____, herein referred to as the "Releasor".

DEFINITION

In this agreement, the term Event shall include all contests, courses, obstacles and the use of any facilities or equipment in respect of Jibfest, or any other event that the Releasor has registered for with Off Axis Board Riders Club Inc. for March 31st, 2012, in or around Mission Ridge, at Fort Qu'Appelle, Saskatchewan (the "Event").

In this agreement, the term "Releasees" shall include Off Axis Board Riders Club Inc. and Off Axis Boardshop Ltd., their agents, representatives, directors, officers, employees, successors, and assigns.

ASSUMPTION OF RISK

The Releasor expressly states that he/ she is aware that the Event he/she has registered for involves various risks, dangers, and hazards, including those normally associated with snowboarding and also including added risks, dangers and hazards beyond those. The Releasor acknowledges that participation in the Event may be incompatible with personal safety and that there is a substantial risk of serious injury or death as a result of participating in the Event. These risks, dangers, and hazards include but are not limited to jumps, rails, vehicles in the vicinity of the event, and negligence on the part of the Releasees including the failure on the part of the Releasees to safeguard or protect the Releasor from the risks, dangers, or hazards of the Event.

THE RELEASOR ACKNOWLEDGES THAT HE/SHE IS AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE EVENT AND FREELY ACCEPTS AND FULLY ASSUMES ALL 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 Off Axis permitting the Releasor to participate in the Event and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Releasor hereby declares and agrees as follows:

1. THE RELEASOR HEREBY RELEASES, WAIVES AND DISCHARGES ANY AND ALL CLAIMS, DEMANDS, ACTIONS OR RIGHT OF ACTIONS against the Releasees that the Releasor has or may in the future have against the Releasees AND RELEASES, WAIVES AND DISCHARGES THE RELEASEES from all liability to the Releasor, his/her spouse, next of kin, legal representatives, dependants, heirs and assigns for any loss, damage, or injuries, known or unknown including death, that the Releasor may suffer as a result of the Releasor's competition, officiation or any form of participation in the Event, 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.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss, liability or cost that they may incur due to the presence of the Releasor in or upon the Wascana Centre at or about the time of the Event, whether caused by the negligence of the Releasees or otherwise, or personal injury to any third party resulting from my participation in the Event.
3. The Releasor hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of any party (including the Releasees and the Releasor) while in or upon the Wascana Centre and while competing in, participating in, officiating at or working at the Event or for any purpose or in any other way involving the Event.
4. This agreement shall be effective and binding upon the Releasor's heirs, next of kin, executors, administrators, and representatives, in the event of the death, injury or incapacity of the Releasor.
5. The Releasor expressly releases all first aid officials, medical attendants and health professionals from any claim whatsoever on account of first aid, treatment or service rendered to the Releasor during his/her participation in the Event
6. The Releasor expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the province of Saskatchewan, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

In entering into this agreement, the Releasor states that he/she is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Event, other than what is set forth in this agreement.

I CONFIRM I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING ALL LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Releasor

Age

Date

Witness

For participants under the age of 18, parent or legal guardian must sign below.

This is to certify that I, _____ (please print name) as parent/guardian with legal responsibility for _____ (name of participant), do consent and agree to his/her release as provided above of all the Releasees, and, for myself, the participant, my heirs, next of kin, executors, administrators, and representatives release and agree to indemnify the Releasees from any and all liabilities pertaining to my minor child's participation in the Event, even if arising from the negligence of the Releasees.

Signature of Parent or Guardian

Date

Witness