OKANAGAN AFFORDABLE RENTALS INC.

ICE SKATING & EQUIPMENT RENTAL

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

WARNING - PLEASE READ CAREFULLY
BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

This Agreement applies to participation in ice skating and the rental or use of ice skates, helmets, skating aids and other equipment supplied by **Okanagan Affordable Rentals Inc.** at Riverside Park, Kamloops, British Columbia.

PARTICIPANT INFORMATION

Participant Full Legal Name: _____ Date of Birth: _____

Phone: _____ Email: _____

Parent/Legal Guardian (if under 19): _____ Guardian Phone: _____

Emergency Contact: _____ Emergency Phone: _____

1. RELEASED PARTIES

For purposes of this Agreement, the **"Released Parties"** include **Okanagan Affordable Rentals Inc.; Kevin Topping; the City of Kamloops; Tourism Kamloops;** and each of their respective owners, directors, officers, elected officials, employees, staff, agents, representatives, contractors, subcontractors, volunteers, instructors, suppliers, sponsors, successors, assigns and insurers.

2. DEFINITION OF ACTIVITIES

For purposes of this Agreement, **"Activities"** include recreational ice skating; entering, exiting and travelling around the skating area; use of the ice surface and surrounding pathways, access areas and facilities; receiving skate sizing, fitting or adjustment assistance; rental and use of ice skates, helmets and skating aids; participation in skating events or activities; receiving instructions, information or safety directions; and all other activities and services associated with skating or equipment rental at Riverside Park.

3. ASSUMPTION OF RISKS

I understand that ice skating is an inherently hazardous recreational activity and involves risks, dangers and hazards that cannot be completely eliminated regardless of the care taken by the Released Parties.

Risks include, but are not limited to: slipping, tripping and falling; losing balance or control; collisions with other skaters, skating aids, barriers, structures or objects; being struck or cut by skate blades; inexperienced or reckless skaters; participants travelling at different speeds and skill levels; crowded conditions; rough, uneven, cracked, chipped, wet, soft, hard or changing ice; snow, water or debris; changing temperatures and weather; slippery surrounding surfaces; entering or leaving the ice; improperly fitted equipment; equipment becoming loose or uncomfortable; equipment failure, malfunction, defects or damage; failure of protective equipment to prevent injury; actions, errors or negligence of other participants; failure of another person to follow rules; physical exertion and fatigue; aggravation of an existing condition; sprains, strains, fractures, cuts, bruises, head, neck or spinal injuries, concussion, permanent disability, paralysis or death; and other risks normally associated with ice skating and recreational activities.

I understand that this list is not exhaustive. **I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM THEM.**

4. EQUIPMENT RENTAL AND FITTING

I acknowledge that rental equipment may include ice skates, helmets, skating aids and other equipment. Okanagan Affordable Rentals Inc. staff may assist with selecting, sizing, fitting or adjusting rental equipment. I am responsible for immediately notifying staff if equipment does not fit properly, feels loose, uncomfortable or unsafe, appears damaged, malfunctions, or if I have any concern about its condition or suitability. I agree to stop using equipment I believe may be unsafe. I acknowledge that no helmet or other protective equipment can eliminate all risk of injury.

5. PARTICIPANT RESPONSIBILITIES

I agree to skate within my own ability; maintain reasonable control; follow the normal direction of skating; follow posted rules and safety notices; comply with instructions from authorized personnel; use rental equipment only for its intended purpose; not intentionally misuse or damage equipment; immediately report unsafe conditions, equipment, accidents or injuries; avoid reckless behaviour; not participate while impaired by alcohol, cannabis, illegal drugs or other intoxicating substances; and leave the ice when directed. Okanagan Affordable Rentals Inc. may refuse or discontinue an equipment rental where staff reasonably believe continued use creates a safety concern.

6. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES AND/OR RENT OR USE EQUIPMENT, I AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASED PARTIES AND TO RELEASE THE RELEASED PARTIES FROM LIABILITY FOR LOSS, DAMAGE, EXPENSE, INJURY OR DEATH ARISING FROM OR RELATED TO THE ACTIVITIES.

THIS RELEASE INCLUDES CLAIMS ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF A STATUTORY OR OTHER DUTY OF CARE BY A RELEASED PARTY, INCLUDING, WHERE APPLICABLE, A DUTY ARISING UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337.

Without limiting the foregoing, this Agreement is intended to apply, to the fullest extent permitted by law, to claims relating to the selection, sizing, fitting, adjustment, inspection or maintenance of rental equipment; equipment defects or failures; the provision or failure to provide warnings, instructions or directions; the condition, inspection, maintenance or operation of the skating area; ice or surface conditions; access to and from the skating area; the conduct of other participants; and the provision of skating or equipment-rental services.

I UNDERSTAND THAT NEGLIGENCE CAN INCLUDE A FAILURE BY A RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.

7. INDEMNITY

To the fullest extent permitted by law, I agree to indemnify and hold harmless the Released Parties from claims, liabilities, damages, losses and reasonable expenses resulting from my negligent, reckless or intentional conduct, misuse of equipment, damage caused by me to property or equipment, or failure to comply with the rules governing the Activities.

8. PERSONAL PROPERTY

I understand that the Released Parties do not guarantee the security of personal belongings brought to Riverside Park. I accept responsibility for my personal property and understand that unattended property may be lost, stolen or damaged.

9. MEDICAL ASSISTANCE

If I become injured or require emergency medical attention and I am unable to provide consent, I authorize reasonable first aid and the contacting of emergency medical services. I understand that this authorization does not create an obligation upon any Released Party to provide medical treatment or guarantee that medical personnel will be immediately available.

10. MINOR PARTICIPANTS

If the participant is under 19 years of age, the undersigned parent or legal guardian confirms that they have legal authority to provide consent for the participant's involvement in the Activities. I acknowledge the risks described in this Agreement and consent to the minor participating in ice skating and using rental equipment. I agree to ensure, to the extent reasonably possible, that the minor understands and follows applicable safety rules and instructions.

11. BINDING EFFECT

I intend this Agreement to be binding upon me and, to the extent permitted by law, my heirs, estate, executors, administrators, personal representatives and assigns.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of British Columbia and the applicable laws of Canada. Any legal proceeding relating to this Agreement shall be subject to the jurisdiction of the courts of British Columbia. If any portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

13. ACKNOWLEDGEMENT

I HAVE READ THIS AGREEMENT CAREFULLY.
I UNDERSTAND THE RISKS ASSOCIATED WITH ICE SKATING AND RENTAL EQUIPMENT.
I UNDERSTAND THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CLAIMS.
I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR CLAIMS COVERED BY THIS AGREEMENT.

I confirm that I have had sufficient opportunity to read this Agreement and ask questions before signing. I sign this Agreement freely and voluntarily.

ADULT PARTICIPANT

Full Legal Name: _____

Signature: _____ Date: _____

PARTICIPANT UNDER 19

Minor's Full Legal Name: _____

Parent/Legal Guardian Full Name: _____

Relationship to Minor: _____

Parent/Legal Guardian Signature: _____ Date: _____

Important: This document is intended as a working liability waiver for Okanagan Affordable Rentals Inc. It should be reviewed by the company's insurer and a lawyer licensed in British Columbia before use, particularly the provisions concerning participants under 19.