

**INDEMNITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND RELEASE OF LIABILITY**
(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 FOR NEGLIGENCE, BREACH OF CONTRACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

TO: The Kelowna Badminton Club ("KBC") and their respective directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

ASSUMPTION OF RISKS

I am aware that playing badminton, entering the premises operated by the KBC, and participating in lessons, clinics, leagues, tournaments and sessions involve many risks, dangers and hazards including, but not limited to: collision with other persons; being hit with a racket; being hit with a shuttle cock; loss of balance or control; slips, trips and falls; accidents during lessons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I am also aware that the risks, dangers and hazards referred to above exist throughout the area within the building operated by the KBC and outside the building operated by the KBC and that many hazards are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a membership and permitting me entry to the grounds and building operated by the KBC (hereinafter the "Premises"), I hereby agree as follows:

1. 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 use of or my presence on the Premises DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the Premises;
3. 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;
4. 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia, and shall be within the exclusive jurisdiction of the Supreme Court of British Columbia.

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

The keyfob issued to the member is the property of the KBC, is not transferable, not for resale and is revocable for misconduct or breach of the KBC Bylaws, KBC Rules and/or KBC Policies.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Member Name(print): _____

Member Date of Birth: ____ (Year) ____ (Month) ____ (Day)

Member Signature: _____
or Signature of Agent for Member

Member Email Address: _____

Date Signed: _____