

OFF HIGHWAY VEHICLE RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Agreement and Release”)

WHEREAS Alberta Beach Pentecostal Camp Society is the owner of those lands and premises municipally described as Box 297, 5201 and 5200 Sunset Drive Alberta Beach, Alberta T0E 0A0 (the “Premises”);

AND WHEREAS Alberta Beach Pentecostal Camp Society, its officers, directors, and employees are herein collectively and severally referred to as the “Operator”;

AND WHEREAS the Operator is prepared to permit the Undersigned and, to the extent the Undersigned deems it appropriate, the Undersigned’s dependent minors, (collectively, the “Users”) to operate off highway vehicles and equipment (the “Vehicles”) on the Premises, on certain conditions, which are set out in this Agreement and Release;

NOW THEREFORE IN CONSIDERATION of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Undersigned, being of lawful age, for himself/herself and any other Users, including his/her personal representatives, heirs, dependents and next of kin:

1. Hereby assumes full risk, liability and responsibility for any and all injuries, damages, losses, costs and expenses that Users may suffer or incur and forever releases and discharges the Operator from any and all claims, demands, damages, liabilities, losses, costs, expenses, actions and manner of actions, including without limitation any pertaining to or resulting from personal injury to Users, the death of Users or property damage to Vehicles, no matter how or by whom so caused, whether caused by negligence, gross negligence or reckless and wanton misconduct, which Users may in any way suffer or incur that are in any manner related to or arising out of the Users’ use of Vehicles.
2. Acknowledges and assumes full responsibility for any risk of bodily injury or death or any property damage as a result of Users using Vehicles at, on or near the Premises knowing that the operation of Vehicles pose significant risk and danger to Users to which the Undersigned gives his/her full, free and voluntary consent on behalf of himself/herself and any other Users.
3. Acknowledges that the Operator makes no representation as to the fitness or suitability of the Premises for any Vehicles.
4. Hereby forever indemnifies and saves the Operator harmless for any and all damages, losses, costs, expenses, liabilities, claims, demands, actions, or manner of actions which the Operator may suffer or incur as a result of the actions, negligence, carelessness or omissions of the Undersigned or any other Users or other persons for which the Undersigned may be legally responsible, which are in any manner related to or arising out of the use of Vehicles, including:
 - a. property damage to the Premises, the Undersigned's Vehicles, or to the property or Vehicles of others;
or
 - b. personal injury to, or death of the Undersigned, any other Users or any third party on the Premises whether such person was on the Premises as a spectator, guest, participant or was unlawfully on the Premises.
5. Acknowledges and agrees that he or she shall not permit or give access to Vehicles on the Premises to any person whatsoever without the prior written consent of the Operator unless such person is of legal age and has granted to the Operator an identical form of Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement as this Agreement and Release and further provided that the same is in full force and effect.
6. Acknowledges and agrees to obey all rules, regulations, warnings, and notices, including the Off Highway Vehicle Specific Rules of the Operator, which the Undersigned and any other Users have reviewed and understood.

7. Acknowledges that he or she has no right to operate Vehicles on the Premises, such rights at all times being in the sole and absolute discretion and will of the Operator.
8. Hereby agrees that this Agreement and Release, without limitation, extends to all acts of negligence or gross negligence by the Operator or any other person and is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. Acknowledges that this Agreement and Release shall be continuing from and after its date and is given by the Undersigned, on behalf of himself/herself and any other Users as a condition of the Undersigned and Users being permitted to use Vehicles on the Premises from this day forward.
10. Acknowledges that the Operator, not assuming any risk or liability in respect of the Premises or any property thereon, does not and will not be carrying any insurance whatsoever for the benefit of the Undersigned or any other Users and that to the extent the Undersigned or any other Users are desirous of the benefit of any insurance then it is the sole responsibility of the Undersigned and any other Users to obtain the same.
11. Acknowledges that he or she has obtained any and all advice, including legal advice, that the Undersigned desired before granting this Agreement and Release.
12. Acknowledges and agrees that in the event the Operator is required to commence any legal proceedings to enforce any provisions of this Agreement and Release, or is required to defend any legal proceeding brought by the Undersigned or any other Users contrary to the terms or intent and spirit of this Agreement and Release, that all legal costs and expenses incurred by the Operator in so doing shall be for the account of and paid by the Undersigned, the amount of which shall be determined on a solicitor and his own client basis, i.e. the actual amount charged by the Operator's solicitors to the Operator.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, UNDERSTANDS THAT HE/SHE MAY BE INCURRING A SUBSTANTIAL LIABILITY TO THE OPERATOR AND THAT THE UNDERSIGNED HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE AND INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND A FULL INDEMNITY FOR HIS/HER ACTIONS OR OMISSIONS AND THOSE OF OTHERS.

Dated this _____ day of _____, 20____, in _____, the Province of Alberta.

Signature of Witness

Signature or Signature of Parent or Guardian if person operating Vehicles is under the age of 18 (the "Undersigned")

Printed Name of Witness

Printed Name or Printed Name of Parent or Guardian if person operating Vehicles is under the age of 18 (the "Undersigned")