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

WARNING: BY SIGNING THIS DOCUMENT YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, SEEK COMPENSATION.

PLEASE READ CAREFULLY

This document is to be signed by/for (*print name*) _____ (the "**Participant**") who is *(age)* _____ years old together with (*print name(s)*) _____, being the parent(s) and/or guardian(s) of the Participant, in order to participate in the following:

All aspects of the Pioneer Acres Annual Show held on the grounds and properties of Pioneer Acres Plowmen and Threshermen's Club of Alberta, 263204 Township Road 274, Rocky View County, Alberta – August 9, 10, and 11, 2024

and related events and activities (collectively referred to as the "**Event**").

We, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, are aware that the **Event** involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, resulting from, but not limited to:

(a) moving equipment or animals with attachments and accessories, loud noises;

(b) the use of equipment, materials or facilities related to the **Event**;

(c) the actions or negligence of the Participant or other participants in of the **Event**;

(d) the actions or negligence of Pioneer Acres or its directors, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the "**Organization**");

(e) the actions or negligence of Rocky View County or its councilors, officers, employees, agents or representatives of any kind (collectively referred to as the "**Municipality**"); and

(f) any additional risks arising out of the **Event** and related events and activities.

We, the undersigned Participant and the parent(s) and/or guardian of the Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to the Participant or myself/ourselves.

_____ ***(Participant initial here)*** _____ ***(parent(s) and/or guardian of the Participant initial here)***

Further, we, the undersigned Participant, and the parent(s) and/or guardian of the Participant, hereby agree as follows:

(a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that the Participant and/or the parent(s) and/or guardian of the Participant have or may have in the future against the **Organization** and/or the **Municipality**;

(b) **TO RELEASE THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that the Participant may suffer or that their next of kin or legal representatives may suffer as a result of participation in or use of 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 OWNED UNDER THE *OCCUPIERS LIABILITY ACT*, RSA 2000, c O-4, as may be amended, on the part of the **Organization** and/or the **Municipality INCLUDING THE ORGANIZATION AND/OR THE MUNICIPALITY'S FAILURE OF THE TO PROTECT THE PARTICIPANT FROM THE RISK, DANGEROS AND HAZARDS REFERED TO ABOVE**;

(c) **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including the Participant and/or the parent(s) and/or guardian of the Participant, as a result of participation in or use of the **Event,** or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and

(d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** the Participant and/or the parent(s) and/or guardian of the Participant, and their heirs, next of kin, executors, administrators and assigns.

We, the undersigned Participant and the parent(s) and/or guardian of the Participant, hereby acknowledge that we have read the foregoing, and have had the opportunity to ask questions and clarifications before signing, and have explained its meaning to the Participant. We acknowledge that we understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: _____

Witness Name (*print*): _____ **Participant Signature:** _____

Witness Signature: _____ **Parent/Guardian Signature:** _____

Parent/Guardian Signature: _____