

Stonybrook Middle School Event Consent Form

Teacher: Mr. Al Thiessen

Event Date: Thursday, January 30th, 2020

Event Transportation: School Bus

Event Cost: Cost dependent on Activity chosen

Information:

All students will be registering for an Activity as outlined in the SMS Winter Activity Day Information letter.

GENERAL CONSENT FORM FOR EVENT

1. I acknowledge my right to obtain as much information as I require about this program or activity and associated risks and hazards, including information beyond that provided to me by the school or board.
2. I freely and voluntarily assume the risks/hazards inherent in the program/activity and understand and acknowledge that my child may suffer personal and potentially serious injury due to an unforeseeable event associated with his/her participation.
3. My child has been informed that he/she is to abide by the rules and regulations, including directions and instructions from the school's and/or service provider's administrators, instructors, and supervisors over all phases of the program/activity.
4. In the event my child fails to abide by these rules and regulations, disciplinary action may require his/her exclusion from further participation, or that I be contacted to have him/her picked up, unless I have specified other transportation arrangements.
5. I acknowledge that it is my responsibility to advise the board of any medical and/or health concerns of my child which may affect his/her participation in the stated program or activity.
6. I consent that the board, through its employees, agents and officers may secure such medical advice and services as they deem necessary for my child's health and safety, and that I shall be financially responsible for such advice and services.

Acknowledgement: I HAVE READ THE ABOVE. I UNDERSTAND THAT IN PARTICIPATING IN THE ACTIVITY DESCRIBED ABOVE, I, _____ (print name), AM ASSUMING THE RISKS ASSOCIATED WITH DOING SO AND AGREE THAT MY CHILD HAS MY PERMISSION TO PARTICIPATE IN THIS EVENT/ACTIVITY.

Dated: _____ Permission Granted: ☐ Yes ☐ No

Full Student Name: _____

Signed Parent/Guardian: _____

Form to be kept on file at the school for 7 years.



WAIVER AND RELEASE OF LIABILITY FORM

(ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT)

By signing this document you will waive certain legal rights, including the right to sue

ASSUMPTION OF RISK

- 1) I, the undersigned, wish to play Laser Tag. I recognize and understand that playing Laser Tag (hereinafter called the 'Game') involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.
- 2) Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless the 'Sponsors' and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, including, without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of any and all equipment used in the Game. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or any other ailment which could be exacerbated by the exertion involved in playing the Game. I further certify that I am 18 years of age or older.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of participating in the Game, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have, or may in the future have, against

U-Puttz Black Light Miniature Golf Inc. o/a U-Puttz

Their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as 'the Releasees');

2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Game due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Game;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

PLEASE READ CAREFULLY

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

*Name (please print): _____
(first) (last)

*Date of birth: ____/____/____
(month) (day) (year)

*Parent/ Guardian: _____
(if player is under 18 years of age)

*Today's Date: ____/____/____
(month) (day) (year)

*Signature _____ *Postal Code: _____

Email: _____
(your email is only used for **U-Puttz Black Light Miniature Golf Inc. o/a U-Puttz**)

(Optional) **EMERGENCY PHONE CONTACT:** (_____) _____ - _____

*required

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

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

PLEASE READ CAREFULLY!

Description and location of scheduled event(s) (the "EVENT"): Kart racing at Speedworld Indoor Kart Track, Winnipeg MB Canada

In full or partial consideration for allowing my minor, child/ward to participate in all related activity of the EVENT, I hereby warrant and agree that:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely _____ and;
2. I am familiar with and accept, on behalf of my myself and my minor/ward, that there is a risk of serious injury and death in participation, whether as a competitor, student, official or worker in all forms of motorsport and in particular in being allowed to enter, for any reason, and restricted area, and;
3. I have satisfied myself and believe that my minor, child/ward is physically, emotionally and mentally able to participate in this EVENT, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in the EVENT; and
4. I understand, and will instruct my minor, child/ward that regardless of his/her role all applicable rules for participation must be followed, and that at all times the sole responsibility for personal safety remains with my minor, child/ward; and
5. I will immediately remove my child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor, child/ward has experienced deterioration in his/her physical, emotional or mental fitness, or that his/her protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with my participation in the EVENT by my minor child/ward even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any persons also associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car owners or other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that my minor, child/ward may suffer as a result of his/her use of or presence at the event facilities or my child's/ward's participation in any part of, or presence at, the EVENT due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES; and
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor/child in any aspect(s) of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on negligence or the gross negligence of the Releasees or otherwise.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the EVENT occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATOS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOIUT INDUCEMENT.

SIGNATURE OF PARENT/LEGAL GUARDIAN

PRINTED NAME OF PARENT/GUARDIAN

DATE (day, month, year)