



## Chandos Lake Property Owners Association (Association)

### RELEASE OF LIABILITY, INDEMNITY AND WAIVER OF CLAIMS

#### AGREEMENT

**Event: Regatta**      **Date: Saturday, August 5, 2023 (Rain date: Sunday, August 6, 2023)**

I understand that during my participation or my child's participation in the above event, I and/or my child will be exposed to a variety of hazards and risks, both foreseen or unforeseen, through my involvement in the event ("risks"). The risks include, but are not limited to, the danger of serious injury to my person or property, or my death ("injuries and damages"). I know that injuries and damages may occur by natural hazards, by the acts or omissions of other persons, or for other reasons. I further understand that injuries or damages may result through **negligence, gross negligence**, error, mistake or wrongdoing by other parties, including by the Chandos Lake Property Owners Association, or by third parties, or for other reasons. I understand that I must exercise due care for my own person and for those around me given the risks of participating in the event.

In **consideration** of my permission to participate in this event, and to use the services and amenities provided by the Association or by third parties in connection with the event:

1. I knowingly, voluntarily, and freely assume all risks, both known and unknown, and hereby waive, release and discharge the Association and/or its officers, directors, employees, agents and volunteers, and all property owners or occupiers of property on which the event is held, from all causes of action or claims of any kind for injuries and damages sustained by me, or any minors in my guardianship, however they may arise, including injuries and damages arising from the **negligence, gross negligence**, error, mistake or wrongdoing of any party or person, and assume full responsibility for my participation in the event;
2. I understand that my assumption of the risks posed by my participation in the event, and my release and waiver of all causes of action or claims that may arise against the Association, its officers, directors, employees, agents, volunteers, and all property owners or occupiers through my participation in the event is binding upon my heirs, next of kin, executors, administrators, personal representatives, and assigns;
3. I confirm that I have read the rules and conditions applicable to the event and will pay the applicable costs and fees associated with the event;
4. I confirm that I have read this document in its entirety, that I appreciate the risks of my participation and the participation of any minors in my guardianship, and I declare that having appreciated such risks and despite the waiver and release made herein I nevertheless agree to participate in the event.
5. In the event I am signing this on behalf of a Minor as listed below, I agree to indemnify and save harmless the Association and/or its officers, directors, employees, agents and volunteers, and all property owners or occupiers of property on which the event is held, from all causes of action or claims of any kind for injuries and damages sustained by any minors in my guardianship, however they may arise, including injuries and damages arising from the **negligence, gross negligence**, error, mistake or wrongdoing of any party or person, and assume full responsibility for my participation in the event;

Name (*Please print*): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

If you are accompanied by a minor (under the age of 18), the minor's parent or legal guardian must sign the release on behalf of the minor:

|    | <b>Name of Minor (<i>please print</i>)</b> | <b>Age</b> |
|----|--|------------|
| 1. |  |            |
| 2. |  |            |
| 3. |  |            |
| 4. |  |            |
| 5. |  |            |

Signature of parent or legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Initials \_\_\_\_\_