

**2019 GIANT'S HEAD FREERIDE SKATEBOARDING EVENT**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

SIGNATURE OF PARTICIPANT

<b>Name</b>	Last	First	Middle Initial
	<b>Address</b>		
	Street		
	City	Prov./State	Postal/ZipCode

**DEFINITION:** In this Release Agreement the term "Event" shall mean the Participant's engagement in a downhill skateboard competition on a closed road, to include but not be limited to banked walls, ramps, short cuts across uneven terrain and hairpin turns at high speeds.

**TO: TANGIBLE ENTERTAINMENT, INC., SUMMERLAND PARKS AND RECREATION, EVENT SPONSORS, HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA and their respective directors, officers, employees, agents, representatives, independent contractors, subcontractors, volunteers, suppliers, successors and assigns (all of whom are hereinafter referred as "the Releasees").**

**ASSUMPTION OF RISKS**

I am aware that participation in the Event involves many risks, including but are not limited to: choice of skateboarding or other Event course, changing weather or road conditions; impact or collision with Participant's skateboard or other skateboard, other persons, road surface, hidden and/or unmarked obstacles such as rocks, leaves, twigs/branches, or animals; slippery terrain; prolonged exposure to solar radiation, dehydration; the failure to perform the physical activities associated with the Event safely or within one's own ability or within designated areas, negligence of other persons; failure to properly use the Participant's skateboard or other protective equipment; mental distress from exposure to any one of the above, and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** The risks, dangers, and hazards referred to above may exist throughout the area(s) where the Event is conducted and any adjacent area and many may be unmarked. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE EVENT MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

**I HAVE HAD AN OPPORTUNITY TO INSPECT THE EVENT COURSE AND AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE EVENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the RELEASEES agreeing to my participation in the Event and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 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 participation in 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 OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT REFERRED TO ABOVE;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Event;
- 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;
- This Release Agreement and any rights, duties and obligations as between the parties hereto shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation or claims shall be brought solely within such Province, with exclusive jurisdiction of such litigation or claims within such Province;
- Undersigned to authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation; and
- Undersigned irrevocably grant Releasees the right of publicity to own and use any still or moving image(s) collected of Participant while participating in the Event.

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

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority