



## **RELEASE and WAIVER of LIABILITY, ASSUMPTION Of RISK and INDEMNITY AGREEMENT**

**IN CONSIDERATION of the Participant to take part in the programs, activities and related events of the **ATLANTIC BURN CAMP** herein referred to as the “CAMP”, each of the undersigned, on his or her own behalf and on behalf of his or her personal representatives, heirs and next of kin:**

- 1. HEREBY ACKNOWLEDGES that participation in the Camp can be dangerous and involve the risk of serious injury, death and loss or damage to person and/or property. Each of the undersigned also expressly acknowledges that taking part in the Camp may involve travel to and participation in activities held at off-site premises that can result in injury, death and loss or damage to person and/or property.**
- 2. ACKNOWLEDGES, AGREES and REPRESENTS that the Participant will abide by all applicable Camp rules and that Participant is physically, emotionally and mentally able to take part in Camp activities. Each of the undersigned also expressly acknowledges, agrees and represents that the Participant will cease to take part in Camp activities should his or her physical, emotional and mental fitness deteriorate or should the Participant perceive Camp activities to be unsafe. The Parent and/or Guardian will instruct the minor Participant to inspect the facilities and equipment of the Camp prior to participation and refuse to take part in Camp activities should he or she believe them to be unsafe.**
- 3. HEREBY RELEASES, WAIVES, DISCHARGES, and COVENANTS not to sue the Cape Breton firefighters burn care society and/or the Atlantic burn camp and all persons and organization associated with the camp including but not limited to its sanctioning bodies, sponsors, promoters, advertisers, official, volunteers, participants, medical and rescue personnel, and the owners and/or leasers of the premises used by the camp and each of them, their directors, officers, agents and employees (all for the purpose herein referred to as the “Releases”) from all liability to the undersigned, to his or her personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claims or demands therefore on account of the injury to the person or property or resulting death of the Participant, arising out of or related to participation in the camp, whether caused by negligence of the Releases or otherwise.**

**4. HEREBY ASSUMES FULL RESPONSIBILITY for any risk of bodily injury, death or property damage arising out of or to participation in the camp, whether caused be the negligence of the releases or otherwise.**

**5. HEREBY AGREES TO INDEMNIFY, SAVE and HOLD HARMLESS the Releases and each of them from any loss, liability, damage or costs as they may incur out of or related to participation of the undersigned in the camp, whether caused by the negligence of the Releases or otherwise.**

**6. HEREBY AGREES that this Release and Waiver of Liability, Assumption of Risk and Indemnity. Agreement extends to all acts of negligence by the Releases, including rescue operations, and is intended to be as broad and inclusive as is permitted by law of the Province of Nova Scotia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

**I THE UNDERSIGNED HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITIES TO THE GREATEST EXTENT ALLOWED BY LAW.**

**DATE** \_\_\_\_\_

**Participant:** \_\_\_\_\_  
(Print name)

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

**Witness:** \_\_\_\_\_  
(Print name)

**Signature:**

\_\_\_\_\_

**Parent or Guardian:** \_\_\_\_\_  
(Print name)

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

**(Required if Participant is under 19 years of age)**