

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

**ROSSLAND WINTER CARNIVAL Bobsled WAIVER**

**TO: ROSSLAND WINTER CARNIVAL SOCIETY (hereinafter the "Carnival")**  
**AND TO: THE SPECIAL EVENTS SPONSORS and ORGANIZERS**

**NOTICE TO PARTICIPANTS: EVENT RULES**

The organizers of the Special Events publish Rules relating to each event. All participants are expected to read and abide by these Rules. Copies of the Rules are available from the Individual Carnival Event Organizers.

**DEFINITIONS:**

In this Agreement:

- (a) the term "Special Events" shall include any activity which is organized, conducted or sponsored by the Rossland Winter Carnival Society and shall include, but is not limited to, races, competitions, demonstrations and other such events or activities;
- (b) the term "Special Events Sponsor" shall include any individual, corporation, association, institution, or organization that is associated with a Special Event as an organizer, promoter, sponsor or advertiser;
- (c) the term "Releasees" shall include the Carnival, the City of Rossland and Special Events Sponsors, and their directors, officers, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors and assigns.

**ASSUMPTION OF RISKS**

I am aware that participation in any Rossland Winter Carnival Event involves many risks, dangers and hazards including, but not limited to: riding, racing; changing weather conditions; the condition of snow or ice on the ground; changes or variation in the terrain which may create blind spots or areas of reduced visibility; impact or collision, spectators, participants, competitors, course officials; negligence of other racers, spectators, participants, competitors, course officials; and **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS.** I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

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

In consideration of the CARNIVAL (& the City of Rossland) accepting my application to participate in Special Events, I hereby agree as follows:

1. **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 said events 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**, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS REFERRED TO ABOVE;
2. 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 Carnival Events;
3. This 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;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia
6. I understand and agree that alcohol consumption prior to and during the event is not permitted and if caught with open alcohol before or during the event my sled will be disqualified. **4 x initials** \_\_\_\_\_
7. I understand and agree that, at the discretion of the event organizers, if the safety of my sled such as steering and brakes come into question before or during the race, I may not be allowed to race. **4 x initials** \_\_\_\_\_

**I HAVE READ AND UNDERSTAND 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

1. Name	Phone	Email	Address	DOB
Signature (parent if under 19)		Witness		Date
2. Name	Phone	Email	Address	DOB
Signature (parent if under 19)		Witness		Date
3. Name	Phone	Email	Address	DOB
Signature (parent if under 19)		Witness		Date
4. Name	Phone	Email	Address	DOB
Signature (parent if under 19)		Witness		Date

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT, AND WITNESSED, BEFORE A PARTICIPANT WILL BE PERMITTED TO TAKE PART IN SPECIAL EVENTS.