

Please read any waiver carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing electronically, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks, which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event(s) is/are subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.

WAIVER – Release and Indemnification

By indicating your acceptance, you understand, agree, warrant and covenant as follows: In consideration of your accepting my entry, I, intending to be legally bound, do hereby, for myself, my heirs, executors, and administrators, forever waive, release and give up any and all claims, demands, liability, damages, costs and expenses of any kind whatsoever, including personal injuries to me or wrongful death against School District 79 (Cowichan Valley), Nourish Cowichan Society, the Cowichan Sportsplex, its sponsors, volunteers, contractors, the District of North Cowichan which may arise from my participation in the Jammie Jog on May 3, 2020 or while travelling to or from the event, even if caused in whole or in part by the negligence or other fault of the parties or person or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them and/or because of their liability without fault. **I fully understand I am forever giving up in advance any right to sue or make any claim against the parties I am releasing if I suffer such injuries and damages even though I do not know what or how extensive those injuries and damages might be and am voluntarily assuming the risk of such injuries and damages.** I attest and confirm that I am physically fit and sufficiently trained for this strenuous competition. I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring in my participation.

I also agree I shall indemnify School District No. 79 (Cowichan Valley), Nourish Cowichan Society, the Cowichan Sportsplex, its sponsors, volunteers, contractors, subcontractors, the District of North Cowichan, should the minor child or adult with a legal incapacity on whose behalf I am registering bring forward a claim.

I also release any rights I may have to my likeness, which may appear in any and all photographic material, motion picture, video tape, recordings and/or computer information organizers may wish to release for this event without obligation to me.

REGISTRATION AGREEMENT AND LIABILITY WAIVER (“the Agreement and Waiver”)

1. Authority to Register

You represent and warrant to School District No. 79 (Cowichan Valley) that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the “Registered Parties”). If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and waiver

shall apply equally to all Registered parties. By registering a child under 13, you agree and consent to the collection of that child's information, which you provide for the purposes of registration.

2. **Waiver. You understand that participation in the event is potentially hazardous, and that a registered party should not participate unless they are medically able and properly trained. You understand that events may be held over public roads and facilities open to the public during the event and upon which hazards are to be expected. Participation carries with it certain inherent risks that cannot be eliminated, ranging from minor injuries to catastrophic injuries including death. You understand and agree that in consideration of being permitted to participate in the event, you and any registered party, the heirs, personal representatives or assigns of you or the registered party do hereby release, waive, discharge and covenant not to sue School District No. 79 (Cowichan Valley) for any and all liability from any and all claims arising from participation in the event by you or any registered party.**
3. **Limitation of Liability; Disclaimer of Warranties. School District No. 79 (Cowichan Valley) shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from (a) the use or the inability to use the registration site or (b) for the cost of procurement of substitute goods and services or (c) resulting from any goods or services purchased or obtained or transactions entered into through School District No. 79 (Cowichan Valley) or (d) resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if School District No. 79 (Cowichan Valley) has been advised of the possibility of such damages. You expressly agree that use of the registration site is at your sole risk. The registration site is provided on an "as is" and "as available" basis. School District No. 79 (Cowichan Valley) expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.** School District No. 79 makes no warranty that the registration sites' services will be uninterrupted, secure or error free. School District No. 79 (Cowichan Valley) does not guarantee the accuracy or completeness of any information in, or provided in connection with, the registration sites. School District No. 79 (Cowichan Valley) is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the registration sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.
4. **Indemnification. You agree to indemnify and hold School District No. 79 (Cowichan Valley) harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to you use of the registration site or the violation of any terms of this Agreement and Waiver.**
5. **Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the Province of British Columbia and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.**

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS.

YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Multiple Registrants

BY INDICATING ACCEPTANCE OF THIS AGREEMENT AND WAIVER, ALL REGISTRANTS IN THIS TRANSACTION ARE AFFIRMING THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS, ALL REGISTRANTS UNDERSTAND THAT THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. ALL REGISTRANTS ACKNOWLEDGE THAT THEY ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY THEIR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

For parents/guardians of children under the age of 19

ACCIDENTS CAN BE THE RESULT OF THE NATURE OF THE ACTIVITY AND CAN OCCUR WITH OR WITHOUT ANY FAULT ON EITHER THE PART OF THE STUDENT, OR THE SCHOOL BOARD OR ITS EMPLOYEES OR AGENTS, OR THE FACILITY WHERE THE ACTIVITY IS TAKING PLACE. BY ALLOWING YOUR SON/DAUGHTER TO PARTICIPATE IN THIS ACTIVITY, YOU ARE ACCEPTING THE RISK OF AN ACCIDENT OCCURRING, AND AGREE THAT THIS ACTIVITY, AS DESCRIBED ABOVE, IS SUITABLE FOR YOUR CHILD.