

**Town of Cardston Parks and Recreation Department  
WAIVER AND RELEASE OF LIABILITY (Adult 18+)**

**PLEASE READ THIS CAREFULLY. BY SIGNING THIS LEGAL DOCUMENT,  
YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Dear Participant:

Thank you for choosing to use facilities, services or programs offered by the Town of Cardston. The Town of Cardston requires all users and participants to sign this Waiver and Release of Liability prior to participation.

In consideration of being permitted to participate in \_\_\_\_\_ (the "Activity"), I ACKNOWLEDGE and AGREE to the following:

**I HEREBY WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against, and release from all liability and agree not to sue, the Town of Cardston, its elected officials, officers and employees for any personal injury, death, property damage, health care costs, theft or other loss of any kind, that I might sustain as a result of or in any way connected to my participation in the Activity due to any cause whatsoever including, but not limited to:

- (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet such standards of care applicable to such circumstances);
- (b) breach of any other duty imposed by law, including any duty imposed by occupier's liability or other legislation;
- (c) breach of any contract; and
- (d) mistakes or errors in judgment or any kind.

**I ACKNOWLEDGE** there are inherent risks in participating in the Activity. Consequently, I have either had a physical examination and have been given a physician's permission to participate in the activity, or I have decided to do so without the approval of my physician. I accept all responsibility for my participation in the Activity.

**I ASSUME AND ACCEPT ALL THE RISKS AND DANGERS** associated with my participation in the Activity, including the possibility of collisions, slips, falls, accidents, illness, bodily contact, whether deliberate or accidental, personal injury, death, property damage, or other loss resulting therefrom.

My participation in the Activity is purely voluntary and I elect to participate in the Activity in spite of the risks. I willingly accept these risks and agree to the terms of this Waiver even if the Town of Cardston is found in law negligent, or in breach of a duty of care or any other obligation to me.

I confirm that I am of the full age of 18 years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver before signing, that I have had the opportunity to seek independent legal advice, and I understand that the Waiver will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that this Waiver and the agreements it contains will be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and I hereby irrevocably agree that the Courts of the Province of Alberta have exclusive jurisdiction regarding this waiver.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Circle the Participant's residence**

Town   M.D.   Reserve

U.S.A.   Other \_\_\_\_\_