

WAIVER

EXCLUSION OF LIABILITY AND ASSUMPTION OF RISK (MANDATORY for all members, single or family)

Hereinafter the "Release Agreement".

VOLUNTARY ASSUMPTION OF RISKS

By purchasing a membership with, or day pass from, or otherwise using the premises occupied by the Squamish Windsports Society (the "Society"), you indicate that you are aware that windsports, such as kiting and windsurfing, involve unusual risks, dangers and hazards including, but not limited to: accidents which may occur during travel along, to, and from the Squamish Spit (the "Spit", more particularly described in the District of Squamish Sublicense and Management Agreement); slips and falls; automotive collisions; injuries or property damage from impact with the water, sandbars, the training dike itself, marine installations in Howe Sound (e.g., dolphins), and watercraft; malfunction or damage to windsports equipment; shock, stress or other injury to the body while participating in windsports (collectively, the "Acknowledged Risks"). Access to the Spit is dependent on your waiver of liability for the Acknowledged Risks for the benefit of the Society, the District of Squamish, Her Majesty the Queen, and their officers and servants, directors, employees, agents, representatives and volunteers and their heirs, administrators, executors, servants, successors and assigns (collectively, the "Releasees"). You acknowledge that windsports may result in injury, worsening of an existing medical condition, or death. You freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

In consideration for your use of the Spit, as operated by the Society, YOU HEREBY AGREE AS FOLLOWS:

1. TO WAIVE ANY AND ALL CLAIMS, TO ASSUME ALL RISKS, AND TO RELEASE THE RELEASEES of and from personal injury, death, property loss or damage resulting from any cause whatsoever, including but not limited to the Acknowledged Risks, AND 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, RSBC 1996, c 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WINDSPORTS MENTIONED ABOVE.

2. YOU REPRESENT, BY PURCHASING ON BEHALF OF A MINOR, THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF SAID MINOR, and that you authorize a licensed physician or other medical care provider to carry out any emergency medical care for the minor, and you acknowledge that the minor shall be bound by all the terms of this Release Agreement. By signing this Release Agreement without a parent or legal guardian's signature, you represent that you are at least 19 years old.

3. TO HOLD HARMLESS AND INDEMNIFY the Releasees of and from any and all actions, claims, demands, damages, interest, costs, expenses and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which you have now or at any time hereafter, can, shall or may have in any way arising from or in connection with your use of the Spit.

4. TO UPHOLD THE BYLAWS AND POLICIES OF THE SOCIETY.

5. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and no other jurisdiction; any litigation arising out of this Release Agreement or connected in any manner to your use of the Spit shall be brought solely within the Province of British Columbia and you irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT OR PURCHASING A MEMBERSHIP, AND I AM AWARE THAT BY INDICATING MY 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.