

**HAVRE BOUCHER & AREA**  
**CULTURAL, DEVELOPMENT & RECREATION**  
**ASSOCIATION**

**WAIVER AND RELEASE OF LIABILITY**

(hereinafter the “Waiver”)

**Definitions**

“*Association*” means the Havre Boucher & Area Cultural, Development and Recreation Association.

“*Premises*” means the Havre Boucher Community Centre, and more specifically defined as any and all real property, facilities, equipment, structures, common areas, parking areas, personal property, chattels, or otherwise that are or may from time to time be situated within the boundaries of land located at civic address 12401 NS-Highway 4, Havre Boucher, Nova Scotia, more specifically being identified by property identification number (“PID”) 01306703.

“*Released Parties*” means, collectively, the Association and its directors, officers, trustees, members, agents, volunteers, employees, representatives, and contractors.

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**1. Assumption of Risk**

The Undersigned acknowledges that their use of the Premises involves certain risks inherent to its use or occupation within its boundaries, which includes but is not limited to:

- (a) Theft of property of the Undersigned;
- (b) Damage to property of the Undersigned;
- (c) Negligence resulting in physical or property harm, damage or loss, suffered by the Undersigned;
- (d) Exposure to the Undersigned of illness, disease or any other communicable health hazard;
- (e) Failure of equipment used by the Undersigned or other users of the Premises;

(f) Misuse of the Premises by the Undersigned or other users;

(g) Physical harm to the Undersigned

In signing this Waiver, the Undersigned accepts, acknowledges, and fully assumes all such risks, including risks which may fall outside any of the above listed classifications of risk, whether foreseeable or not, including those which may arise as a result of the negligence of the Association, except where otherwise prohibited by law.

## **2. Release and Waiver**

In consideration of being permitted by the Association to enter upon and use the Premises, the Undersigned hereby agrees to release, waive and forever discharge the Released Parties from any and all claims, damages, losses, demands, actions/causes of action that may arise out of the Undersigned's use of the Premises, or relating to the Undersigned's use of the Premises, including any claim that alleges negligence on the part of any of the aforementioned individuals, to the fullest extent permissible by the laws of the Province of Nova Scotia and the law of Canada as applicable.

## **3. Occupiers' Liability Legislation**

The Undersigned acknowledges that the Association is an "occupier" within the meaning of the Nova Scotia *Occupiers' Liability Act*, 1996, c. 27, (hereinafter the "Act"). The Undersigned agrees that the purpose of this Waiver is to modify or exclude the duty of care owed by the Association to the Undersigned to the fullest extent permitted under the Act.

## **4. Indemnity**

In signing this Waiver, the Undersigned hereby agrees to indemnify and hold harmless the Released Parties from any and all claims, liabilities, damages, costs, expenses that may arise from the Undersigned's use and/or conduct while using or being physically situated within the Premises, from the Undersigned's breach of this Waiver, or from any claim, action, cause of action, loss, demand or otherwise brought by a third party as a result or arising from the actions of the Undersigned.

## **5. No Waiver**

The Undersigned acknowledges that nothing in this Waiver excludes or absolves the Association or the Released Parties generally from liability as a result of their intentional or deliberate wrongdoing, or any other liability that cannot be expressly excluded by this Waiver under the laws of the Province of Nova Scotia or Canada.

## **6. Fitness for Use of Premises**

The Undersigned, in signing this Waiver, confirms that at the time of their signing, they are physically and mentally capable to participate or take part in activities or use in general of the Premises.

## **7. Rules/Policies**

The Undersigned acknowledges that they will comply with all policies, practices, rules, and directions provided by or asked of them by the Association and/or the Released Parties. The Undersigned acknowledges and understands that any failure on their part to do so may result in their removal and/or restriction or limitation on further use of the Premises.

## **8. Severability**

If any provision contained within this Waiver is found to be unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of this Waiver shall continue in full force and effect.

## **9. Governing Law**

This Waiver shall be governed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada, as applicable.

## **10. Acknowledgement**

The Undersigned acknowledges and confirms that:

- They have read and understand the contents and terms of this Waiver;
- They understand that the signing of this Waiver results in them giving up certain legal rights, including but not limited to their right to sue;
- They are signing this agreement voluntarily and without coercion or undue influence;
- They have been given this Waiver with reasonable notice, and have therefore had sufficient time to review and consider the contents herein; and
- They are of the age of majority within the Province of Nova Scotia (being nineteen (19) years of age or older) or they have the consent of a parent/guardian.

**\*\*\*\*\* Signature Page Follows \*\*\*\*\***

IN CONSIDERATION of the above, I have reviewed and agreed to the terms of this Waiver this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

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

Full Legal Name (print): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Referred to herein as “the Undersigned”)

*(If the Undersigned is a minor)*

I am the legal parent/guardian of the Undersigned, who is below the age of majority at the time of the signing of this Waiver. In signing below, I am consenting to the terms of this Waiver on behalf of myself and on behalf of the Undersigned minor.

Parent/Guardian Signature: \_\_\_\_\_

Full Legal Name (print): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_