



City of Abbotsford Fire Rescue Service RELEASE AND WAIVER AGREEMENT

By signing this Agreement you will waive certain legal rights, including the right to sue. PLEASE READ CAREFULLY.

The **CITY OF ABBOTSFORD FIRE RESCUE SERVICE** and the **CITY OF ABBOTSFORD** and their officers, directors, employees, volunteers, agents and representatives (all of whom are hereinafter referred to as the "City").

I acknowledge that I have requested permission to participate in the following Fire Rescue Service activity:

- Ride-a-long _____ Training _____
 Demonstration: _____ Other activity: _____

Location of Activity: _____ Date and Time: _____

ASSUMPTION OF RISKS:

I am aware that participating in the above described activity, or any activity of the City, will involve inherent risks, dangers and hazards, including boarding, riding on, or alighting from City vehicles or apparatus, proceeding to an emergency, utilizing or operating Fire Rescue Service equipment and apparatus while attending an emergency or while participating in a training session or any other City activity, impact with other vehicles while traveling to an emergency, exposure to fire, water, chemicals or heat and negligence on the part of other persons attending at the above described activity and **negligence on the part of the officers, directors, employees, volunteers, agents and representatives of the City.**

I am also aware that the risks, dangers and hazards referred to above are not the only risks, dangers and hazards which may arise by my participation in the above described activity and that such risks, dangers and hazards may arise or occur at any time, with or without warning. **I FREELY ACCEPT AND FULLY ASSUME** all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in the above referenced activity, I hereby agree as follows

1. **TO WAIVE** any and all claims that I have or may in the future have against the City and its officers, directors, employees, volunteers, agents and representatives (all of whom are herein collectively referred to as the "Releases");

- 2. **TO RELEASE** the Releasee(s) from any and all liability for any loss, damage, injury or expense I may suffer or that my next of kin or heirs may suffer as a result of my involvement in the activities of City, including the activity referred to herein and my presence at the City facilities or the scene of any emergency or City activity 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 Releasee(s).
- 3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEE(S)** from any and all liability for any damage to the property of any third party or any personal injury to any third party, resulting from my participation in the activities of City, including the activity referred to herein and my presence at the City facilities or the scene of any emergency or City activity due to any cause whatsoever.
- 4. This Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasee(s) other than as set out in this Agreement.

I _____ of _____ **ACKNOWLEDGE** that I have read and understand this Agreement and I am aware that my signing this Agreement, I am waiving certain legal rights that I, or my heirs, next of kin, executors, administrators, successors or assigns may have against the Releasee(s).

Signed _____ 20_____

Applicants Signature

Witnessed by:

Name: _____

Address: _____

City: _____

Occupation: _____

Signature of Parent or Guardian (If Applicant is under 19 years of age)

OFFICE USE ONLY	
Application:	<input type="checkbox"/> Approved <input type="checkbox"/> NOT Approved
Signature: _____	Date: _____