

CKE Courts Waiver - 2021

Name(s) of Participants:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I/we the Undersigned hereby release Chinook Park-Kelvin Grove-Eagle Ridge Community Association and/or the City of Calgary, including their members, officers, directors, coaches, and organizers (collectively the “Parties”) appointed and/or employed, from all liability, and do hereby waive as against the aforesaid parties all recourses, loss or damages, including any consequential damage or loss, claims, causes of action of any kind whatsoever and voluntarily accept the legal risk arising from all liability whether such liability arises in contract, by reason of negligence, or by reason of breach of duty raised by statute, or in any other manner whatsoever.

2. I/We agree to hold harmless and indemnify the Parties from any and all liability for any property damage or personal injury to any third party, resulting from the participant’s involvement in the program or any event.

3. I/We do hereby acknowledge and agree that:

a. Tennis and Pickleball are sports exposing participants to risks and hazards inherent in the very nature of the sports themselves.

b. As a result of the aforesaid risks and hazards, the Participant may suffer personal injury;

c. I/We nevertheless freely and voluntarily assume all of the aforementioned risks and hazards, and the Participant’s involvement in the program or events shall be entirely at my/our own risk;

d. I/We understand that none of the Parties assume any responsibility or liability whatsoever for the Participant’s safety when going to, coming from, before, after, or during any program or event.

e. I/We understand that by signing this document titled the CKE Courts Waiver - 2021 (the “Waiver”), I/We will be forever precluded from suing or otherwise claiming against the Parties for any loss or damage connected with any property loss or personal injury the Participant may sustain while going to, coming from, before, after, or during any event whether or not such loss is caused solely or partly by the Negligence or fault of the aforesaid Parties;

f. I/We understand that the Association would not permit the Participant’s involvement in programs or events unless I/we sign the Waiver. I/we understand that the Waiver applies to any events, whether occurring in the near or distant future and that the terms of this Waiver need not be brought to my/our attention each time the Participant participates, including while going to, coming from, before, after, or during the program or event in order to be effective;

g. This Waiver is binding upon myself/ourselves, my/our heirs, executors, administrators, personal representatives and assigns;

h. I/We have carefully read this Waiver and I/We fully understand same, and that I/We are freely and voluntarily executing same.

DATED at the City of Calgary, in the Province of Alberta, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant / Parent or Guardian Signature PRINT Applicant / Parent or Guardian Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Witness PRINT Name of Witness