

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY**

INITIAL

<b>Name</b>		
<b>Address</b>		
<b>Email</b>		
<b>Date of Birth</b>		
<b>Telephone</b>		
<b>Event Dates</b>	Start date:	End date:

**TO: AERIOSA DANCE SOCIETY and the DISTRICT OF TOFINO** and their directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors, volunteers, and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

**VERTICAL DANCE ACTIVITIES**

In this Release Agreement, the term "**Vertical Dance**" shall include but is not limited to: contemporary dance in urban, city park, and wilderness settings, and vertical dance where participants are working at height and secured by harnesses and anchored rope, wire, or bungee cord. Vertical Dance includes all activities, services and use of facilities either provided by or by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, and water supply, and all travel by or movement around motor vehicles.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful instructor or workers would use under similar circumstances, or breach of any other duty of care imposed by law.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH VERTICAL DANCE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

**ASSUMPTION OF RISKS – VERTICAL DANCE; RAPPPELLING FROM TREES; WEATHER**

I am aware that participation in vertical dance activities involves many risks, dangers and hazards. Vertical Dance includes a risk of falling from height and equipment failure, risks from strenuous activity, risks from urban building deterioration and falling objects, and risks from natural tree deterioration and falling objects. I am aware that the Releasees may fail to predict whether the activity is safe or if the participant is safe from weather effects. The buildings, trees, and terrain used for indoor and outdoor vertical dance involves additional risks, dangers and hazards and are not limited to those listed. Risks may also include exposure to fire, aggravation of old injuries or medical conditions, becoming lost or separated from one's party or instructor, negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF VERTICAL DANCE ACTIVITIES.** Communication in the vertical terrain may be difficult, and in the event of an accident or illness, rescue, medical treatment and evacuation may not be available or may be

delayed. Outdoor weather conditions may be extreme and can change rapidly and without warning. Disease may arise from the increased difficulty in maintaining personal hygiene.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in vertical dance activities as defined in this Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I hereby agree as follows:**

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in vertical dance activities, **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 ANY APPLICABLE OCCUPIER’S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF VERTICAL DANCE ACTIVITIES REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in vertical dance activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. 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 where the vertical dance activities take place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the vertical dance activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of vertical dance activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.**

Signature of Participant/Worker
Date (yyyy-mm-dd)

Witness Signature
Print Name