



Participant Agreement, Release and Assumption of Risk (The Agreement)

Must be completed for all participants

Participants under the age of 18 must have a parent/legal guardian complete this Agreement on their behalf

Participant (18 & Over) or Parent/Guardian for Children under 18		
First Name	Last Name	Birthdate

Participant(s) (Under 18)		
First Name	Last Name	Birthdate

In consideration for gaining access to 2600 Wenzel Rd, Winnipeg, MB R2E 0M3 (the "Location") and engaging the services of 7187076 Canada LTD d/b/a The Beach Volleyball Centre at the Location, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, I hereby release, indemnify, hold harmless, and discharge 7187076 Canada LTD, d/b/a The Beach Volleyball Centre and 45656454 BDK Property Holdings LTD, their agents, owners, officers, affiliates, volunteers, participants, employees, insurers and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "THEBVC"), as follows:

1. I acknowledge that my participation in "THEBVC" or beach activities entails known and unanticipated risks that could result in physical or emotional injury, including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
2. If I and/or my child/ward are injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT THEBVC WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD/WARD ARE INJURED.
3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless THEBVC from any and all claims, demands, or causes of action, which are in any way connected with my and/or my child(ren) /ward's participation in THEBVC activities and/or my and/or my child(ren) /ward's use of THEBVC's equipment or facilities including, but not limited to, any such claims based upon damages caused or alleged to have been caused in whole or in part by the negligent acts or omissions of THEBVC.
4. Should THEBVC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I am physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. I acknowledge that I have been provided with a copy of the rules, (the "THEBVC Rules") governing my and/or my child(ren) /ward's participation in any activities at the Location. I certify that I have explained the THEBVC Rules to the child(ren) /wards listed in this waiver. I understand that the THEBVC Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren) /wards. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) /wards from the Location.
7. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) /wards hereby waive any right I and/or my child(ren) /wards may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the Province of Manitoba and that the substantive law of Manitoba shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) /wards file or otherwise initiate a lawsuit against THEBVC, in addition to my agreement to defend and indemnify THEBVC, I agree to pay within 60 days liquidated damages in the amount of \$5000 to THEBVC. Should I fail to pay this liquidated damage amount within the 60-day time period provided by this Agreement, I further agree to pay interest on the \$5000 amount calculated at 12% per annum.
8. I further grant THEBVC the right without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) /wards and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from THEBVC at any time.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against THEBVC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement, and I voluntarily agree to be bound by its terms.

I further certify that I am the parent or legal guardian of the child(ren) /wards listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) /wards listed above.

Participant/Parent Signature (18 or older): _____ Date: _____ Email Address: _____

Phone Number: _____

Waiver accepted by _____ THEBVC Employee)