

PARTICIPANT WAIVER AND RELEASE OF LIABILITY



I, THE PARTICIPANT, hereby request permission to participate in “Extraordinary Circumstances” (the “**CCC 2020 Games**”), organized by Calgary Corporate Challenge (“**Corporate Challenge**”) for the purpose of engaging in sporting and/or leisure activities.

IN CONSIDERATION of the permission granted to me to participate in the CCC 2020 Games, I hereby, for myself and my heirs, executors, administrators, other personal representatives and assigns, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE any of the following:

1. The Calgary Corporate Challenge Association or other organization incorporated or to be incorporated for the purpose of operating Calgary Corporate Challenge (the “Society”), or any of its members or shareholders;
2. Sponsors of the Corporate Challenge;
3. Any officers, directors, agents, servants, employees, governors or representatives of the foregoing (all of which persons are collectively referred to herein as the “Corporate Challenge Members”);

from any and all liabilities, claims, suits, demands, actions and causes of action of any sort for any and all loss or damage, including but not limited to any injury to my person or property or resulting in my death, and including but not limited to any loss or damage caused by the negligence, gross negligence, or wilful acts or omissions of the Corporate Challenge Members.

I FREELY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY TO MY PERSON (INCLUDING DEATH ARISING THEREFROM) AND/OR DAMAGE TO PROPERTY that may be sustained in connection with my participation in the CCC 2020 Games in, at or upon such lands, facilities, locations or premises, whether caused by the negligence of the Corporate Challenge Members or otherwise.

I am familiar with the lands, facilities, locations or premises in, at or upon which the activities in which I will participate will be conducted, and know and consent to the risks and dangers involved in such activities. I acknowledge that the Corporate Challenge Members or any one of them are not responsible or under any obligation to place any lands, facilities, locations or premises in any other condition other than what now exists so as to ensure my safety while I am a participant in the Corporate Challenge.

In executing this Waiver and Release of Liability, I confirm that my attendance and participation in the Corporate Challenge is voluntary. I agree to participate in the Corporate Challenge on behalf of the corporation listed on my registration form in accordance with all the applicable rules and regulations, which rules and regulations have been read and understood by me. I further recognize that I may obtain a copy of these rules and regulations by written request to the Calgary Corporate Challenge, Executive Director, at the Kahanoff Centre 105 12 Ave SE T2G 5A5, or at www.calgarycorporatechallenge.com.

I agree that the Corporate Challenge Members may use my picture or likeness in connection with any promotion, publicity, marketing or advertisement for the Corporate Challenge or the Society. I release the Corporate Challenge Members from any and all liability arising out of the use of my picture or likeness, and agree not to make any claim or demand of any kind against the Corporate Challenge Members as a result thereof.

I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and that if any portion thereof is held invalid or unenforceable by a court of competent jurisdiction, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is hereby agreed that the courts of the Province of Alberta shall have exclusive jurisdiction to entertain any action or proceeding arising out of this Waiver and Release of Liability, or out of the Corporate Challenge.

I further agree to indemnify and hold harmless the Corporate Challenge Members from any liability for injury to myself or my property or for any loss, damage or injury sustained by other participants or to their property caused by or arising out of my attendance and participation in the Corporate Challenge.

The provisions of this Waiver and Release of Liability shall survive my participation in the CCC 2020 Games.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY PARTICIPATING IN A CCC 2020 GAMES EVENT AND WILL PARTICIPATE FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEES BEING MADE TO ME AND INTEND MY PARTICIPATION TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HAVE HAD THE OPPORTUNITY OF OBTAINING LEGAL ADVICE CONCERNING THIS RELEASE AND WAIVER OF LIABILITY AND ITS EFFECT ON ME. EXECUTED in the City of Calgary, in the Province of Alberta.