

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED,  
SIGNED AND WITNESSED PRIOR TO PARTICIPATING**

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

**IMPORTANT NOTICE**

**BY SIGNING THIS LEGAL DOCUMENT YOU WILL WAIVE CERTAIN**

**LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

INITIAL \_\_\_\_\_

**EVENT: CBC + Calgary Reads Book Sale  
April 30, May 1 & 2, 2010**

Name	
Address	
Date of Birth	____/____/____ (dd/mm/yr)

**DEFINITIONS**

In this agreement:

- a) the term "**CBC + Calgary Reads Book Sale**" shall mean all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by Calgary Reads and shall include, but shall not be limited to
  - book sorting prior to April 30, May 1 & 2/2010
  - training, orientation, instructional courses, seminar and sessions
  - travel to and from the area
  - any event, venue or circumstance in any way connected with or related to the **CBC + Calgary Reads Book Sale**, whether or not condoned by or authorized by them,
- b) the term "**RELEASEES**" shall include **Calgary Reads**, and their respective directors, joint venture partners, officers, employees, agents, representatives, contractors, volunteers of Calgary Reads and each of their respective heirs, executors, personal representatives, successors and assigns.

**I am entering into this agreement, waiver of all claims, release from liability, assumption of risks, agreement not to sue for the benefit of the RELEASEES in consideration of SBLLS accepting my application for and permitting me to participate in the CBC + Calgary Reads Book Sale.**

**1. I WAIVE ANY AND ALL CLAIMS of any type or nature that I have or may in the future have against any of the RELEASEES, and release from all liability and agree not to sue the RELEASEES for any injury, death, property damage or other loss that I may sustain, or that my next of kin may suffer as a result of my participation in the CBC + Calgary Reads Book Sale DUE TO ANY CAUSE WHATSOEVER ON THE PART OF THE RELEASEES, INCLUDING:**

- a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care to safeguard or protect me from the risks, dangers and hazards of the CBC + Calgary Reads Book Sale referred to above);
- b) breach of any other duty imposed by law, including any duty owed under the Occupier's Liability act, R.S.A., 1980, c.0-3, on the part of the RELEASEES;
- c) breach of any contract; and
- d) mistakes or errors in judgment of any kind on the part of the RELEASEES.

2. I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, property damage, and personal injury (including death) to any third party resulting from my participation in **CBC + Calgary Reads Book Sale**.

3. I AM AWARE THAT PARTICIPATING IN THE **CBC + CALGARY READS BOOK SALE** INVOLVES MANY INHERENT RISKS, DANGERS AND HAZARDS (both known and unknown), INCLUDING BUT NOT LIMITED TO:

- i. negligence of other volunteers, organizers , workers, staff and attendees -
- ii. Injury due to Physical Stress -
- iii. Proximity of Medical Care -
- iv. Choice and use of Equipment -
- v. Lifting, moving, falling or set-up of books, equipment or other items present at the book sale -
- vi. Failure or inadequate construction of equipment or other items present at the book sale -
- vii. Crowds and congestion -
- viii. Lighting and darkness.

4. I assume and accept all the dangers and risks of the **CBC + Calgary Reads Book Sale**, including, but not limited to, the risks described above and the possibility of personal injury, death, property damage, or other loss as a result.

5. I agree that , although the RELEASEES may take precautions to reduce the risks and increase the safety of the **CBC + Calgary Reads Book Sale**, it is not possible for the RELEASEES to make the **CBC + Calgary Reads Book Sale** safe or free from risk.

6. In entering into this Agreement I am not relying on any oral, visual or written representations or promises, inducements or warranties made by the RELEASEES with respect to the safety of **CBC + Calgary Reads Book Sale**, other than what is set forth in this Agreement.

7. I agree to cover all costs of medical evacuation in the event of injury, including ambulance or other medical transportation.

8. I confirm that I am voluntarily participating in the **CBC + Calgary Reads Book Sale**, and that I will take all necessary precautions to avoid injury or damage.

9. I confirm that I am of the full age of eighteen (18) years and that I have had sufficient time to read and understand what I am agreeing to in this waiver before signing it and that it will be binding upon my heirs, next of kin, executors, assigns, representatives, administrators and successors in the event of my death.

10. I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and any litigation involving the parties to the Agreement shall be brought within the Province of Alberta.

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name Clearly

\_\_\_\_\_  
Print Name Clearly