

Thunderbird Recreation
Executive Committee (TREC)
Release and Indemnity Form

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RELEASE AND INDEMNITY

The Thunderbird Recreation Executive Committee provides financial assistance to a child of Band members who have met the prescribed financial needs criteria and eligibility.

The Thunderbird Recreation Executive Committee and Wei Wai Kum Nation assume no responsibility for the safety of the members/players /coaches/chaperones, etc., while on TREC sponsored trips. Participation in TREC sponsored trips is voluntary. Trips may include participation in activities which involve risk, dangers and hazards including, but not limited to, riding and disembarking on buses or other means of transportation; natural hazards including rock, earth, ice, trees, tree wells, tree stumps and forest deadfall, creeks and crevasses; weather conditions including electrical storms, earthquakes, rain; animals including both wild and domesticated animals which may attack, unprovoked or otherwise.

I, the undersigned parent/coach/chaperone/ participant, fully accept and assume responsibility for all the hazards referred to above, and any hazards that are not herein described. I accept that Thunderbird Recreation Executive Committee and Wei Wai Kum Nation have no responsibility to myself or my child/children to take steps to assure me of my child/children's safety while on Recreation sponsored outings. Thunderbird Recreation Executive Committee may provide financial assistance for my child/children's participation in TREC Sponsored outings but this does not create any other promises or assurances or any special relationship or duty of care.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Thunderbird Recreation Executive Committee accepting my application for financial assistance for my participation and/or my child/children in TRAC sponsored trips, I hereby agree as follows:

1. I waive any and all claims that my child/children or I have or may in the future have against Wei Wai Kum Nation, and its Council, employees, agents and representatives, including Thunderbird Recreation Executive Committee, (all of whom are hereinafter collectively referred as "the Releasees"), whether in negligence, or otherwise, and release the Releasees

from any and all liability for any loss, damage, injury or expense that I, or my child/children may suffer as a result of Thunderbird Recreation Executive Committee providing financial assistance.

2. This 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 or in any event.
3. The Agreement shall be governed by and interpreted in accordance with the laws of British Columbia.
4. Any litigation involving the parties to this Agreement shall be brought within the province of British Columbia.
5. In entering into the Agreement, I am not relying upon any oral or written representations or statements by the Releasees other than what is set forth in this Agreement.
6. I have read and understand this Agreement 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.
7. In signing this I give the Thunderbird Recreation Executive Committee the permission to release any pictures or the names of my child.

Name of Participant:

Name of Parent (if applicant is a minor):

Parent/Participant

Signature: _____

Date: _____

Witnessed: _____ (Print and sign)

Original Release and Indemnity Form Adopted at the Thunderbird Recreation Meeting Held at the Thunderbird Hall on June 17, 2014 at 6:30pm
