

Participation, Waiver and Release of Liability Form

Acknowledgement and Assumption of Risk

I am aware of the dangers and the risks to my person and property involved while participating in:

ROYAL LEPAGE SHELTER FOUNDATION 'WALK A MILE IN HER SHOES' FUNDRAISER
held at Fredericton, New Brunswick on or about September 9, 2018.

I understand that this activity involves certain risks for physical injury. I understand that the equipment, if any, which may be provided for my protection may be inadequate to prevent serious injury. I also understand that there are potential risks of which I may not presently be aware.

Nevertheless, I voluntarily elect to participate in this activity with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury or death.

ROYAL LEPAGE SHELTER FOUNDATION and **GARDINER REALTY LTD.** (the '**Organizers**') do not insure participants in the above described activity and participants who want to be covered must obtain their own insurance. The Organizers assert lack of responsibility or liability for injury resulting from this activity.

Waiver of Liability and Indemnification

In consideration of being allowed to voluntarily participate in the above-referenced activity, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- a. **waive, release, and discharge the Organizers**, their agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and
- b. **defend, indemnify, and hold harmless ROYAL LEPAGE SHELTER FOUNDATION and GARDINER REALTY LTD.**, their agencies, officers, and employees from any and all claims of any nature, including costs, expenses and legal fees which may in any manner result from or arise out of this agreement.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification and waiver shall be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under the laws of the Province of New Brunswick.

I, the undersigned participant, affirm that I am at least 19 years of age and am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Name: _____

Signature

Date

Witness Name: _____

Signature

Date