

## **Off the Beach & Path Fundraiser**

### **Participation Terms & Conditions (including RELEASE AND WAIVER OF LIABILITY)**

Each participant in the Off the Beach & Path Fundraiser in support of Parkinson Society Manitoba (the “Event”) acknowledges and agrees as follows (on their own behalf and, where applicable, on behalf of any minors under their care and for whom they are responsible):

1. While the organizers believe the risk to be small, there is some risk of injury, potentially serious, to the participant. Participants acknowledge that their safety, and the safety of any minor (under the age of 18) under their care and for whom they are responsible, remains their sole responsibility.
2. The Amphicar is equipped with the necessary safety equipment, including flotation devices (life jackets). Participants and those for whom they are responsible will be offered the option of wearing life jackets and it shall be their choice in this regard, although physically wearing a life jacket is highly recommended for persons under the age of 16.
3. Participants, on their own behalf and on behalf of any minors for whom they are responsible, hereby accept and assume all risks, known and unknown, and assume all responsibility for any injury suffered by a participant or to a participant's property by any means and howsoever caused, even if caused, in whole or in part, by the negligence of the sponsors or any person or persons associated with or otherwise involved in the Event.
4. Participants forever release, discharge and agree not to sue Parkinson Society Manitoba, Jeff Norton, any municipality in which the Event (or any portion thereof) is staged, or their respective administration, directors, agents, officers, volunteers or employees, or any other participant in the Event, from all liability, claims, demands, losses or damages whatsoever as a participant in the Event whether prior to or subsequent to the Event. The foregoing release shall apply even in the event of negligence on the part of any party released hereunder.
5. Participants acknowledge that they participated voluntarily in the Event.
6. Participants who elect to drive the Amphicar do so on the understanding that they have the proper vehicle and boat licences and other authorizations required to drive an Amphicar.
7. Participants have either received, or chose not to receive, independent legal advice prior to participating in the Event and giving up important legal rights.
8. Participants consent to the use of the Participants' name, likeness and/or voice or that of any minor for whom they are responsible in further promoting this Event in any form of media, without compensation.