

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Waiver”)**

between you (the “Participant”) and the Heart and Stroke Foundation of Canada (collectively, “HSF”). I, the Participant **1. ACKNOWLEDGE, AGREE and REPRESENT that I UNDERSTAND** the nature of the Event and risks associated with participation in the Event, including **the risk of injury and possibly death; 2. WARRANT** that (i) I am in good health and proper physical fitness to participate in the Event, and (ii) if, at anytime, I believe that any conditions or equipment used during the Event is unsafe, or that I am incapable of continuing, or if I am requested by any representative of the Released Parties (named below) or by any medical personnel to discontinue participation, I will immediately discontinue further participation in the Event; **3. HEREBY ACCEPT ALL RISKS and ASSUME ALL RESPONSIBILITY** FOR ANY LOSSES, COSTS, AND/OR DAMAGES FOR ANY INJURY SUFFERED BY ME OR TO MY PROPERTY BY ANY MEANS EVEN IF CAUSED BY THE **NEGLIGENCE** OF THE RELEASED PARTIES WHILE ATTENDING THE EVENT; **4. ACKNOWLEDGE and AGREE** that My safety and the safety of any minor (under the age of 19) under My care REMAINS MY SOLE RESPONSIBILITY and **WARRANT that I WILL NOT LEAVE A MINOR UNDER MY CARE UNATTENDED AT ANYTIME;** **5. HEREBY RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** HSF, its directors, officers, members, agents, volunteers, or employees, OR other participants in the Event (each considered a “**RELEASED PARTY**”) **FROM ALL LIABILITY,** CLAIMS, DEMANDS, LOSSES OR DAMAGES IN RELATION TO MY ATTENDANCE AT THE EVENT WHICH IS CAUSED OR ALLEGED TO BE CAUSED IN ANYWAY IN WHOLE OR IN PART, BY THE RELEASED PARTIES, **INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR OTHERWISE;** **6. ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF MY RIGHT TO OBTAIN INDEPENDENT LEGAL ADVICE** as I am GIVING UP IMPORTANT LEGAL RIGHTS by accepting the terms and conditions of this Waiver in exchange for participation in the Event. I FURTHER ACKNOWLEDGE that by clicking “I Agree” I have either obtained that legal advice or have WAIVED the right to obtain such legal advice and proceed fully understanding that I am **giving up the legal right to sue, even in the event of negligence** on the part of the Released Parties, and any rights My heirs, assigns or beneficiaries may have to sue the Released Parties resulting from My death; **7. ACKNOWLEDGE THAT I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS AND CONDITIONS,** ACCEPTING IT FREELY AND WITHOUT ANY INFLUENCE, INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A **COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY** AND AGREE THAT IF ANY PORTION OF THIS WAIVER IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**If agreeing to this Waiver on behalf of a minor, please fill in the following information:**

Minor’s Name: \_\_\_\_\_

Name of Parent/Legal Guardian \_\_\_\_\_

I Agree on behalf of the Minor named above: [ ]