

# Feb 11/12 2023 Canadian Gathering of the Pack - Waiver of Liability

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement") BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY.

PLEASE READ CAREFULLY!

Initial : \_\_\_\_\_

TO: Academie Duello, maelstrom Martial Arts, Dog Brothers Canada, their instructors, teachers, and all related or associated companies, and their respective owners, directors, officers, employees, agents, representatives, instructors, ringmasters, coaches, contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as "THE RELEASEES")

Name: Last: \_\_\_\_\_ First: \_\_\_\_\_ Initial: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Address: Street \_\_\_\_\_  
City: \_\_\_\_\_ Prov./Sta \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_  
Birthdate (MM/DD/YYYY): \_\_\_\_\_  
Emerg. Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

## DEFINITION

In this Release Agreement the term "contact stick fighting" refers to all activities that occur at the Canadian Gathering of the Pack - Feb 11/12 2023 - in Vancouver, BC and shall include, but is not limited to: training, practicing, competing, sparring, or fighting, using empty hand techniques or any combination of weapons, tools, or implements of any kind; physical exercising; the use of fitness or sporting equipment; parking; and use of any facilities; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to Academie Duello, maelstrom Martial Arts, or Dog Brothers Canada.

## ASSUMPTION OF RISKS

I am aware that participating in contact stick fighting involves many risks, dangers and hazards including but not limited to: physical trauma; joint and soft-tissue injury; fractures of hands, arms, kneecaps, or any other bone; concussion; sprains; strains; injuries resulting from equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; slips and falls; over-exertion; impact or collision with other students, opponents, spectators, or the equipment and architecture of the training facility; the actions of other participants, the instructors or spectators; NEGLIGENCE OF OTHER PARTICIPANTS, and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CONTACT STICK FIGHTING ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in contact stick fighting and permitting my use of their facilities and services, and for no other good or valuable consideration, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in contact stick fighting DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996. C. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FIGHTING EVENT ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in contact stick fighting;

3. This Release 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;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by THE RELEASEES with respect to the safety of participating in contact stick fighting other than what is set forth in this Release Agreement.

I have read the Release Agreement and agree to be bound by its terms.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness