

MACDOWELLRUGBY CAMPS RISK AND INDEMNITY AGREEMENT (“WAIVER”)

Waiver: IN CONSIDERATION of permission to utilize today and on all future dates, the services, programs, property, staff, equipment and/or facilities offered by MACDOWELLRUGBY, the Participant for him/herself, his/her heirs, executors, administrators, personal representatives or assignees, does hereby release, waive, discharge and covenant not to sue MACDOWELLRUGBY, its owners, members, directors, officers, employees or agents (hereinafter “releasees”) for liability from any and all claims or causes of action, including the negligence of MACDOWELLRUGBY and/or releasees resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to use or observation of, or participation in services, programs, staff, equipment and/or facilities.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. MACDOWELLRUGBY provides instruction and direction involving running, jumping, balancing and exertions of strength using various muscle groups, some involving quick movements, speed and change of direction, and others involving sustained physical activity which may place stress on the cardiovascular system. The foregoing and following are intended to be representative but not exhaustive descriptions of the types of risk that may be associated with participation in the activities described herein.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as joint or back injury, concussion, broken bones or 3) catastrophic injuries including paralysis and death. The Participant has read the previous paragraphs and knows, understands and appreciates these and other risks that are inherent in the activities made possible by MACDOWELLRUGBY. The Participant hereby asserts that participation in said activities is voluntary and that the Participant knowingly assumes all such risks.

Indemnification and Hold Harmless: The Participant, for him/herself, his/her heirs, executors, administrators or assigns also agrees to indemnify and save and hold harmless the releasees and each of them from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of involvement with MACDOWELLRUGBY and/or releasees as described herein and to reimburse them for any such expenses incurred.

Severability: The Participant further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the province of Saskatchewan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: The Participant acknowledges that he/she has read this waiver of liability, assumption of risk and indemnity agreement, fully understands its terms, and understands that he/she is giving up substantial rights, including the right to sue. The Participant further acknowledges that he/she is signing the agreement freely and voluntarily, and intends by his/her signature below, a complete and unconditional release of all liability to the greatest extent allowed by law.