

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
ASSUMPTION OF RISK AGREEMENT**

**THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND
LIABILITIES, INCLUDING THE RIGHT TO SUE AND
RECOVER DAMAGES.**

PLEASE READ BOTH PAGES CAREFULLY!

PARENT/GUARDIAN:

CHILD:

Full Name: _____ Full Name: _____

Address: _____ Address: Same as Parent/Guardian

City: _____ City: _____

Province: _____ Province: _____

Province: _____

As a condition for membership in the Home-Based Learning Society of Alberta, and as a condition for entry upon or usage of the facilities or premises at the location municipally described as 10003/10005 – 80 Avenue, Edmonton, Alberta (including the entire interior and exterior of said facilities or premises, and without limiting the foregoing, including stairways, hallways, rooms, sidewalks, driveways, fencing, and lawns/gardens thereof) (the "Premises") or for participation in any Activities (as further defined below) whether or not taking place upon the Premises, and as consideration for the foregoing, the Parent/Guardian, the Child, and the Parent/Guardian on behalf of the Child, each agree as follows:

1. ACKNOWLEDGMENT OF RISKS

THE UNDERSIGNED IS AWARE AND ACKNOWLEDGES that in the course of providing day-care, child-care, and home-based learning, the Parent/Guardian or Child will engage in various activities including, but not limited to the following (the "Activities"):

- Play activities;
- Various sports;
- Dancing;
- Physical activity;
- Workshops;
- Outdoor activities;
- Theatre and classroom activities;
- Activities whereby the Child may be under the supervision of members of the Home-Based Learning Society of Alberta, including other parents;
- Parties, whether for children or adults, and if for adults then alcoholic beverages may be served;
- Other similar activities

And that in connection with said Activities, or in connection with the use of the Premises, there may be inherent risks, which risks may include, but not be limited to, the possibility of personal injury, death, property damage, theft and property loss. The undersigned is aware that the Premises have **barbed-wire fencing** and **steep staircases**.

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2. COMPLETE RELEASE, WAIVER AND ASSUMPTION OF RISK

The Parent/Guardian, the Child, and the Parent/Guardian on behalf of the Child, each further agree:

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1. To release the Home-Based Learning Society of Alberta and the Theatre Arts Community Outreach Society, their respective employees, directors, officers, members, volunteers and caregivers, licensees, agents and assigns (hereinafter, "HLSA" and "TACOS", respectively) from any and all claims for liability due to death, injury, loss or damage suffered or incurred due to any cause whatsoever, including negligence or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act (a "Cause"), on the part of HLSA or TACOS, and to waive all legal means of recourse against HLSA or TACOS for any Cause.

Initial

2. To indemnify HLSA and TACOS from and against any and all liability, actions, claims and damages suffered by the Parent/Guardian or Child and arising from personal injury, death, or loss or damage to property, arising from any Cause, together with all legal costs arising therefrom (including on a solicitor and his own client basis).

The Parent/Guardian and Child understand that neither HLSA nor TACOS will permit entry onto the Premises, or participation in Activities or usage of facilities provided by HLSA or TACOS either now or in the future unless a complete release, waiver of claim and assumption of risk is given. It is understood that the complete release, waiver of claim and assumption of risk applies to all injuries or claims whether occurring in the near or distant future and whether relating to the Parent/Guardian or the Child, and that the terms of this agreement are binding on the Parent/Guardian and the Child and need not be brought to the Parent/Guardian's or Child's attention prior to entry onto premises, or participation in Activities or usage of facilities provided by HLSA or TACOS, in order to be effective.

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Provision of supervision and care for the Child is the sole and exclusive responsibility of the Parent/Guardian while the Child is on the Premises. Where the Parent/Guardian cannot so provide, it is the sole and exclusive responsibility of the Parent/Guardian to seek alternative and adequate supervision and care for the Child. Neither HLSA nor TACOS shall be in any way liable for loss or injury arising from such supervision.

It is understood that this agreement affects the legal rights and liabilities of the Parent/Guardian and the Child, or those of their successors and assigns. All parties hereto consider this agreement to be a contract or a part of a contract for necessary services for the Child, including for the provision of home-based learning services.

If any wording of this agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such wording and shall not affect the remainder of the agreement.

The undersigned has read and understood this waiver, release and indemnity agreement prior to signing it and is freely and voluntarily signing it at the City of Edmonton, Alberta this _____ day of _____, 20____.

Signature of Parent/Guardian

Signature of Child

Print Name

Print Name

Witness

Witness