



Beacon House Community Centre

Waiver of Liability and Indemnification Agreement

Waiver:

In consideration of permission to use the property, facilities, staff, equipment, and services of the Beacon House Community Centre for the period _____, I release, waive, discharge, and covenant not to sue The Protection Island Lions Club or The City of Nanaimo or any of their officers, volunteers, employees, or agents for liability from any and all claims arising from my activities and those of my invitees on the premises.

Assumption of Risks:

The Beacon House Community Centre has facilities for and provides for activities such as exercise and similar classes, musical events, and social events. Many activities of this nature involve physical movement (either as a core part of the activity, or as an inherent part of interacting within a large group of people). Some events also incorporate the consumption of alcohol, which magnifies the risk to participants.

Events involving physical activity, by their very nature, involve certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of those involve strenuous exertions using various muscle groups, some involve quick movements involving speed, dexterity, and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system.

While the specific risks will vary from one activity to another, risks range from:

- Minor injuries such as scratches, bumps, bruises, and sprains,
- Major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to
- Catastrophic injuries including paralysis and death.

By signing below, I acknowledge that I take full responsibility for all risks associated with my activities, including those risks to my invitees.

Indemnification and Hold Harmless:

I also agree to INDEMNIFY AND HOLD the Protection Island Lions Club and The City of Nanaimo and any of their officers, volunteers, employees, or agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my activities and those of my invitees at the Beacon House Community Centre, and to reimburse them for any such expenses incurred.



Acknowledgement of Legal Requirements:

I acknowledge that I will abide by all legal requirements of the Province of British Columbia and the City of Nanaimo that are associated with my activities at the Beacon House Community Centre, including acquiring necessary licenses and permits, and any insurance I deem appropriate given the nature and risks arising from the activities I intend to undertake. I further acknowledge that I am responsible for, and will act to ensure, the good behavior of my invitees.

Severability:

I understand that if any portion of this waiver, indemnification, and hold harmless agreement is found to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

AGREED:

Name: _____

Signature: _____

Date: _____