

Mayne Island Community Centre Society
2023 MICCS Sponsored Program - Membership Form/Release Agreement

Name: _____

Address: _____

Phone: _____ Email*: _____

MICCS Program: _____

**If you do not wish to receive emails from MICCS, please do not provide your email address.*

2023 MICCS Memberships are \$10.00 and can be paid by credit card at mayneislandcommunitycentre.com, e-transfer to mayneislandcommunitycentre@gmail.com or mail a cheque to the address below payable to "Mayne Island Community Centre Society".

Scan or take a photo of your form and send it to mayneislandcommunitycentre@gmail.com or mail to Mayne Island Community Centre Society, 493 Felix Jack Road, Mayne Island, BC, V0N 2J2

Thank you for joining! Your Centre, Your Community

By signing below you confirm that you have carefully read, understand, and accept the terms of the following waiver.

Signature: _____ Date: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement")

BY SIGNING this Membership Form /RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT - PLEASE READ CAREFULLY

TO: The MAYNE ISLAND COMMUNITY CENTRE SOCIETY(MICCS), its officers, directors, members, volunteers, employees, contractors, and agents; collectively referred to in this document as "Releasees".

DEFINITION: In this Release Agreement the term "Community Centre Activities" (hereinafter the "Activities") shall include all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: tennis, pickleball, yoga, dance, gardening, card playing, painting, fitness classes, functions, events and competitions; use of all equipment necessary for each activity; use of the premises where activities take place; orientation and instruction sessions; and all other related activities.

ACKNOWLEDGEMENT: I am aware that some MICCS Activities may not be supervised or monitored and I take full responsibility for my own safety at all times.

ASSUMPTION OF RISK - Covid 19

1. The Participant accepts any risks of contracting COVID-19 by choosing to attend or utilize any and all amenities at the Releasees premises.

OBLIGATIONS OF THE PARTICIPANT

1. The Participant shall be required to strictly abide by any and all policies of The Releasees concerning the control and spread of COVID-19, including without limitation all the provincial public health policies set on physical distancing and proper respiratory etiquette.
2. The Participant will not attend or use any amenities if they are experiencing any symptoms of COVID-19, if they have been in immediate contact with anyone who is experiencing any symptoms of COVID-19 or if they are otherwise under an obligation to self-isolate or remain in quarantine.
3. The Participant hereby releases the MICCS it's officers, directors, members, volunteers, employees, contractors, and agents from any and all claims that the Participant has or may have in the future for:
 1. any loss or damage the Participant may suffer due to contracting COVID-19, including sickness or death, as a result of attending or using any or all amenities.

ASSUMPTION OF RISKS - ACTIVITIES

I am aware that participating in the Activities involve many risks, dangers and hazards which may result in serious injury or death including but not limited to: the risk of stroke, heart attack or other similar life threatening conditions caused by physical exertion; injury from improper use of equipment; equipment failure; splinters, cuts, lacerations, fractures, punctures or abrasions; collision with other persons; loss of balance or control; slips, trips and falls; failure to act safely or within one's own ability; negligence of other persons; negligent first aid 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 the community centre activities. I freely accept and fully assume all risks, dangers and hazards associated with the community centre activities and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. I, for myself and for my heirs, executors and administrators, 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 the Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES in respect of the provision of or the failure to provide any warnings, directions or instructions, dangers and hazards of participating in Community Centre Activities. 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 the Activities;
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 the Activities;
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 Community Centre Activities, other than what is set forth in this Release Agreement.

BY COMPLETING THE MEMBERSHIP FORM I CONFIRM, AS THE PARTICIPANT, THE FOLLOWING:

I AM AT LEAST 19 YEARS OF AGE.

I understand that I cannot participate in the Activities unless I complete this agreement by signing it below (or pushing the agree or accept button for online versions) and that I am being granted permission to participate in the Activities by the Releasees because I have agreed to the terms of this agreement.

I UNDERSTAND THAT I AM GIVING UP CERTAIN RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE. I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF RESULTING PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS DIRECTLY OR INDIRECTLY ASSOCIATED WITH MY PARTICIPATION IN THE Activities.

I HEREBY ASSUME FULL RESPONSIBILITY FOR MY ACTIONS, RISKS, DANGERS, AND HAZARDS RESULTING FROM THE USE OF THE FACILITIES AND PARTICIPATION IN THE ACTIVITIES WHILE UNDER THE INFLUENCE OF ALCOHOL OR MIND ALTERING SUBSTANCES.

I HAVE READ THIS VOLUNTARY ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (THE "RELEASE AGREEMENT") AND FULLY UNDERSTAND ITS CONTENTS AND VOLUNTARILY AGREE TO ITS TERMS.