

POOL RENTAL - WAIVER OF LIABILITY AND RELEASE OF CLAIMS

Read Carefully – By signing, you give up all rights to litigation

TO: Winderdome Resort and all affiliates

DEFINITIONS: Pool rental includes both in the pool and outside of the pool area.

In consideration of the Winderdome Resort accepting my registration, **I AGREE TO THIS RELEASE OF CLAIMS AND WAIVER OF LIABILITY** in respect to Winderdome Resort, its officers, employees, guides, agents, volunteers, members or representatives.

I understand that the pool area rental including but not limited to the pool involves certain dangers, not all of which can be listed here. Among the most obvious and frequent are:

1. Exposure to variable extremes in weather that may cause injury due to heat or cold, and which may prevent or force itinerary changes.
2. All possible dangers related to "in water" activities.
3. Trips, slips and falls or any other injury in and around the pool deck and surrounding property.

I am not relying on any oral or written statements made by the Winderdome Resort or its agents, whether in brochures, advertisements or in individual conversations to lead me to become involved in this program on any basis other than our assumption of the risks involved.

I accept all the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the classes, activity and/or events with the Winderdome Resort.

I release the Winderdome Resort, its officers, owners, employees, guides, agents, volunteers, and representatives from any and all liability for any personal injury, death, property damage or loss I may suffer as a result of my participation in the pool and surrounding area or any of their classes or courses, for any cause whatsoever including negligence on the part of Winderdome Resort, its officers, owners, employees, guides, agents, volunteers, or representatives whether such claim arises by contract, by tort, in equity or by reason of break of a legal or statutory duty.

I certify that I am physically capable and fit to participate in this activity and have no medical conditions or needs other than those listed above.

I confirm that I am 18 years of age or older.

I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding, not only to me, but also my heirs, next of kin, executors, administrators and assigns.

I acknowledge that Winderdome Resort staff have been available to fully explain the various hazards and risks associated with activities of the Winderdome Resort and those risks specifically associated with the rental in which I am involved.

I agree that even though I may not live in British Columbia, the laws of the Province of British Columbia and Regional District of East Kootenays/Village of Windermere by-laws govern this waiver and release of claims and will be enforceable in any court of law.

Signed this _____ day of _____, 20__ at the Village of Windermere, in the Province of British Columbia.

Applicant Signature

Witness Signature

Print Name

Print Name