

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

PARENT/PARTICIPANT
INITIALS

TO: The Greater Vancouver Sewerage and Drainage District and their directors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns, subsidiary and affiliated companies (hereinafter the "RELEASEES")

Participant's Name	Last:	First:	Initial:
Address	Street:		
	City:	Province:	Postal Code:

DEFINITIONS

"Waste disposal facility" means any of the waste transfer stations operated by the Greater Vancouver Sewerage and Drainage District or the waste-to-energy facility operated by the Greater Vancouver Sewerage and Drainage District.

In this agreement the term "waste disposal facility site visit" shall include all activities at the facility, use of amenities and transportation provided, arranged, organized, conducted, sponsored or authorized by the Releasees.

ASSUMPTION OF RISKS

I am aware that participation in the waste disposal facility site visit involves many risks, dangers and hazards, which include, but are not limited to: variations or changes in terrain, holes, depressions, trip hazards, stairs, loose gravel and slippery surfaces, collision with equipment, persons or objects, exposure to sparks, welding flash, hot temperatures, extremely loud noises, mould, dust and dirt, unprotected rebar, and construction elements, falling or flying objects or equipment, equipment failure, contact with unidentified materials, chemicals, refuse, noxious weeds, odour, becoming lost or separated from the guides, instructors or other participants; failing to act safely or within my ability or to stay within designated areas; negligence of other persons and negligence on the part of the GVS&DD, including the failure on the part of the GVS&DD to safeguard or protect me from the risks, dangers and hazards of waste disposal facility site visits.

NEGLIGENCE ON THE PART OF RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS THAT I REFER TO ABOVE.

I am also aware that the risks, dangers, and hazards referred to above exist throughout the waste disposal facility and that many are unmarked.

In addition, participating in the waste disposal facility site visit, whether as a guest or participant, involves additional risks, dangers and hazards **INCLUDING NEGLIGENCE ON THE PART OF OTHER** guests or participants. I freely accept and fully assume all risks, dangers and hazards set out above whether arising from the Releasees or others including the possibility of personal injury, death, property damage or loss resulting therefrom or from any other cause whatsoever including **NEGLIGENCE, BREACH OF CONTRACT, AND BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE** by the **RELEASEES**.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in waste disposal facility site visit and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **RELEASEES** and to 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 use of or my presence at the waste disposal facility, or participation in the waste facility site visit, due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996 c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party resulting from my use of or presence at or on the waste facility, or participation in the waste disposal facility site visit;
3. This 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 Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and,
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia

I confirm that I am 19 years of age or older.

I confirm that I am signing this Release of Liability, Waiver of Claims and Indemnity Agreement as the parent or guardian of a minor who will participate in a waste disposal facility site tour.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the **RELEASEES** other than what is set forth in this Agreement. **I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this _____ day of _____ 20__.

<p>_____</p> <p>Name of witness (print)</p> <p>_____</p> <p>Signature of witness</p>	<p>_____</p> <p>Name of Participant (print)</p> <p>_____</p> <p>Signature of Participant if over 19 years of age or Parent/ Guardian if under 19 years of age</p> <p>_____</p> <p>Name of Parent / Guardian (print)</p>
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<p>Waste Facility Name:</p> <p>Waste-to-Energy Facility in Burnaby</p>	<p>Waste Facility Address:</p> <p>5150 Riverbend Drive, Burnaby</p>
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