
TERMS & CONDITIONS & LIABILITY WAIVER

Kelowna Flower Gardens – Club & Event Participation

Last Updated: 1 / 1 / 2026

1. DEFINITIONS

- “**Organizer**” refers to *Kelowna Flower Gardens*, its owners, directors, employees, volunteers, contractors, and affiliates.
 - “**Member**” / “**Participant**” refers to any person attending, participating in, or present at any club event.
 - “**Event**” refers to any gathering, meeting, activity, workshop, social event, or function organized or hosted by the Organizer.
 - “**Premises**” refers to any private, rented, leased, or third-party property where an Event takes place.
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2. ASSUMPTION OF RISK

I acknowledge that participation in any event hosted by Kelowna Flower Gardens involves inherent risks including, but not limited to, physical injury, slips or falls, interaction with others, use of equipment or décor, weather conditions, and travel to and from the event. I acknowledge and understand that participation in club events **involves inherent risks**, including but not limited to:

- Physical injury (minor or serious)
- Slips, trips, falls
- Contact with other participants
- Use of equipment, furniture, décor, lighting, or temporary structures
- Weather-related conditions
- Consumption of food or beverages
- Travel to and from the Event

I **voluntarily assume all risks**, known or unknown, foreseeable or unforeseeable, associated with my participation.

3. RELEASE OF LIABILITY

To the **fullest extent permitted by the laws of British Columbia**, I release and forever discharge Kelowna Flower Gardens, its owners, officers, employees, volunteers, contractors, and affiliates from any and all liability, claims, demands, damages, losses, actions, or causes of action arising from my participation, including those arising from negligence, except where prohibited by law, and / or causes of action arising out of or related to:

- Personal injury
- Property damage
- Illness
- Death
- Emotional distress

Including claims arising from the negligence of the Organizer, except where prohibited by law.

4. INDEMNIFICATION

I agree to indemnify and hold harmless the Organizer from any loss, damage, cost, or expense (including legal fees) arising from:

- My actions or omissions
 - Damage to private, rented, or third-party property
 - Injury caused to myself or others
 - Violation of these Terms & Conditions
 - Violation of property rules or local laws
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5. PROPERTY RESPECT & DAMAGE RESPONSIBILITY

I agree to respect all private, rented, leased, or third-party property used for the event.

I agree to:

- Respect all **private, rented, and third-party property**
- Use facilities, furnishings, décor, equipment, and installations responsibly
- Follow all posted rules and Organizer instructions

I understand that **I am financially responsible for any damage** I cause to:

- Event infrastructure, landscaping

- Event setup materials, décor, furnishings
 - Furniture, fixtures, or landscaping
 - Rental equipment or venues
 - Private property belonging to others
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6. CONDUCT & SAFETY

I agree to conduct myself in a **safe, respectful, and lawful manner at all times.**

The Organizer reserves the right to **remove any participant** without refund if their conduct is deemed unsafe, disruptive, or inappropriate.

7. MEDICAL DISCLAIMER

I confirm that I am physically and mentally capable of participating. The Organizer is **not responsible** for providing medical assistance. I agree to communicate to the Organizer of any critical medical information that is required.

In the event of an emergency, I authorize the Organizer to seek medical help on my behalf **at my own expense.**

8. ALCOHOL / SUBSTANCES

- The Organizer assumes **no liability** for actions taken while under the influence
 - All events hosted by Kelowna Flower Gardens are strictly alcohol-free. I agree not to bring, consume, or distribute alcohol or illegal substances at any event.
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9. INSURANCE

I understand that the Organizer **does not provide personal insurance coverage** for participants. I am responsible for my own health, travel, or liability insurance.

10. PHOTOGRAPHY & MEDIA RELEASE

I grant permission for the Organizer to photograph or record me during Events and to use such media for promotional or archival purposes without compensation.

11. SEVERABILITY

If any provision of this agreement is found to be invalid or unenforceable under British Columbia law, the remaining provisions shall remain in effect.

12. GOVERNING LAW & JURISDICTION

This agreement shall be governed by and interpreted in accordance with the **laws of the Province of British Columbia and the laws of Canada applicable therein**.

I agree that any disputes shall be resolved **exclusively within British Columbia**.

13. BUSINESS-TO-BUSINESS PARTICIPATION

If attending on behalf of a business or organization, I confirm that I have authority to bind that business to these terms. My business assumes full responsibility for its representatives' conduct, damages, or liabilities arising from participation.

14. FEES

I agree that I have paid the Membership Fee prior to arrival of the event and that I am in 'good standing' with Kelowna Flower Gardens.

15. ACKNOWLEDGEMENT & ACCEPTANCE

By signing below (or checking an online acceptance box), I confirm that:

- I have read and understood this agreement
 - I understand that I am waiving certain legal rights
 - I agree to be bound by these Terms & Conditions
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Participant Name: _____

Signature: _____

Date: _____