

# ASSUMPTION OF RISK, RELEASE, WAIVER OF CLAIM AND INDEMNITY

NOTICE: THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE, AND CREATES LEGAL RESPONSIBILITIES. PLEASE READ CAREFULLY.

TO: Oceanside Chess Club

In consideration of the Oceanside Chess Club accepting my registration for and allowing me to participate in the Oceanside Chess Tournament (referred to as the “Event” from hereon), I agree as follows:

## **1. ASSUMPTION OF RISK**

I ACKNOWLEDGE AND AGREE that participation in the Event involves potential dangers, risks, and hazards. I FURTHER ACKNOWLEDGE AND AGREE that my participation in the Event is entirely at my own risk, and I freely accept all inherent risks of participating in the Event, including but not limited to the possibility of personal injury, death, assault, property damage, and loss resulting therefrom.

I FURTHER ACKNOWLEDGE AND AGREE that the Oceanside Chess Club's acceptance of my participation in the Event does not, and will not, create or imply any agency, contractor, employment, or partnership relationship between me and the Oceanside Chess Club.

## **2. RELEASE AND WAIVER OF CLAIM**

I WAIVE ANY AND ALL claims I may now, and in the future, have against, and release and discharge from all liability, and agree not to sue, the Oceanside Chess Club, its officers, employees, agents, representatives, and each of them and their respective agents, administrators, representatives, heirs, successors and assigns (the "Releasees").

This waiver includes, but is not limited to, any and all liability, costs (including legal costs), claims, damages, demands, actions, or causes of action of any kind arising from or in connection with my participation in the Event, including, without limitation, personal injury, mental or physical illness, death, property damage, loss of personal freedom, financial loss, or other loss suffered by me or any of my family members or dependants.

This waiver applies whether such harm is foreseen or unforeseen and regardless of its cause thereof, including without limitation, negligence or partial negligence on the part of the Releasees.

## **3. INDEMNITY**

I AGREE to hold harmless and to indemnify the Releasees for any and all claims made against any of the Releasees by any person, including any claim or action by or on behalf of my spouse or dependants (present or future), for damages suffered or costs incurred arising out of or related to any aspect of my participation in the Event, including, without limitation, any of the matters described or contemplated at item 2 above.

## **4. PHOTOGRAPHY RELEASE**

By attending this Event, you acknowledge and consent to the possibility of being photographed, filmed, or otherwise recorded. Your entry and presence at the Event premises constitutes your consent to the use of your image and likeness, voice, and name in photography, audio, video, or other recording.

These recordings may be released, published, exhibited, or reproduced in any form and for any purpose in perpetuity in connection with the Oceanside Chess Club and its initiatives, including, by way of example only, use on websites, social media, news, and advertising.

By entering the Event premises, you waive and release any claims related to the use of such recordings, including, but not limited to, invasion of privacy, violation of publicity rights, defamation, copyright infringement, or any claim for fees or royalties associated with such use.

If you do not consent to these terms, you must not enter the Event premises.

## **5. UNDERSTANDING**

I DECLARE that I fully understand the terms of this Agreement and that I have not been influenced or relied on any representations or statements made by or on behalf of the Oceanside Chess Club that are not recorded herein.

I CONFIRM that I am at least 18 years of age and that I have read and understood this Agreement prior to signing it and I agree that the legal rights and obligations under this Agreement will be binding upon my heirs, next-of-kin, executors, administrators, and successors.

I ACKNOWLEDGE that by signing this Agreement, I am releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which I or my heirs, next-of-kin, executors, administrators, and assigns may have against the Releasees.

## **6. JURISDICTION**

I AGREE that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia.