

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.

1. DEFINITIONS

For purposes of this Agreement, the term ‘the Event’ or ‘Events’ shall refer to any or all chess tournaments, events, or activity organized, hosted, or sanctioned by the Oceanside Chess Club or its partners. The term 'Participant' shall refer to the individual attending, participating in, or volunteering for the Event. The term 'Releasees' includes Oceanside Chess Club, its officers, directors, employees, volunteers, agents, representatives, and affiliates.

2. CONSIDERATION

The undersigned (on behalf of themselves and, if applicable, their minor child or legal ward) ACKNOWLEDGES AND AGREES that in consideration of Oceanside Chess Club ("the Club") permitting the Participant to attend, participate in, or otherwise engage with the Event in any capacity, the undersigned HEREBY COVENANTS AND AGREES to the terms and conditions set forth in this Agreement.

3. SCOPE AND APPLICATION

This Agreement shall apply to all current and future Events unless otherwise expressly specified in writing by the Club and signed by an authorized representative of the Club.

4 ASSUMPTION OF RISK

The undersigned ACKNOWLEDGES AND AGREES that participation in the Event involves inherent and non-inherent dangers, risks, and hazards, including but not limited to: physical injury from, collisions, or equipment failure; psychological stress or exhaustion from competition; property damage or theft; communicable diseases; and negligence of other participants or third parties.

The undersigned FURTHER ACKNOWLEDGES AND AGREES that the Participant's participation in the Event is entirely voluntary and undertaken at the Participant's sole risk, with full understanding and acceptance of both inherent risks (those integral to competitive chess activities) and non-inherent risks (those arising from external factors beyond the Club's control). The undersigned expressly assumes complete responsibility for all such risks without limitation, including but not restricted to: bodily injury; psychological trauma; fatality; acts of violence or assault; damage to or loss of personal property; financial losses; and any other direct or consequential harm. For greater certainty, non-inherent risks shall be interpreted broadly to encompass, by way of illustration only: hazardous venue conditions; negligent or intentional acts of other participants, spectators, or third parties; equipment malfunctions; failure of safety protocols; communicable disease transmission; and all other foreseeable and unforeseeable dangers associated with competitive tournament environments. This assumption of risk applies regardless of whether such injuries or losses result from the passive or active negligence of Releasees, except where such limitation is expressly prohibited by governing law.

The undersigned FURTHER ACKNOWLEDGES AND AGREES that the Oceanside Chess Club's acceptance of the Participant's participation in the Event does not, and will not, create or imply any agency, contractor, employment, or partnership relationship between the Participant and the Oceanside Chess Club.

The undersigned FURTHER ACKNOWLEDGES AND AGREES that the Oceanside Chess Club does not guarantee safety or assume responsibility for any risks, whether arising from the passive or active negligence of the Releasees, except to the extent such liability arises from gross negligence, wilful misconduct, or violations of mandatory statutory obligations where such exclusions are prohibited by applicable law.

The undersigned FURTHER ACKNOWLEDGES AND AGREES that the Participant assumes full financial responsibility for any damage to Club property caused by the Participant’s intentional acts or negligence. The undersigned further agrees that the Club reserves the right to remove any Participant for behaviour deemed unsafe or disruptive, without refund.

5. RELEASE AND WAIVER OF CLAIM

The undersigned WAIVES ANY AND ALL claims, present or future, and RELEASES AND DISCHARGES 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") from all liability.

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 the Participant’s involvement in the Event, including, without limitation, personal injury, mental or physical illness, death, property damage, loss of personal freedom, financial loss, or other harm or loss suffered Participant or the Participant’s family/dependents.

This waiver applies whether harm is foreseen or unforeseen and regardless of its cause thereof, including without limitation, negligence or partial negligence on the part of the Releasees. No oral or written representations outside this Agreement shall modify this waiver.

6. INDEMNITY

The undersigned HEREBY CONVENTS AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, and expenses (including attorneys' fees and court costs) which may be made or brought against the Releasees, or which the Releasees may pay, sustain, or incur, as a result of or in connection with:

- (a) the Participant's participation in or attendance at the Event;
- (b) any acts or omissions of the Participant during the Event;
- (c) any breach of this Agreement by the Participant or the undersigned; or
- (d) any claims asserted by third parties (including but not limited to family members, dependents, heirs, or assigns of the Participant) relating in any way to the Event.

This indemnification obligation extends to all matters described in Section 5 of this Agreement and shall survive the termination of this Agreement or the Participant's involvement with the Event. The undersigned's obligations under this section shall apply regardless of whether such claims arise from alleged negligence (active or passive) of the Releasees, except where such limitation is prohibited by applicable law.

7. PHOTOGRAPHY RELEASE

By attending the Event, the undersigned ACKNOWLEDGES AND CONSENTS to the Participant being photographed, filmed, or otherwise recorded. The Participant’s presence at the Event premises constitutes irrevocable consent to the use of their image, likeness, voice, or name in any and all recording mediums for promotional purposes in perpetuity, unless a written opt-out request is submitted by the undersigned forty-eight (48) hours prior to the Event.

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.

8. UNDERSTANDING AND CONFIRMATION OF CAPACITY

The undersigned HEREBY DECLARES AND CONFIRMS THAT:

(a) If the undersigned is the Participant, the Participant is at least nineteen (19) years of age and legally competent to enter into this Agreement, has read, understood, and voluntarily agreed to all terms, conditions, and obligations herein, and is signing this Agreement freely and without duress or undue influence.

(b) If the undersigned is the parent or legal guardian of a Participant under the age of nineteen (19), the undersigned represents and warrants that they are the legally authorized parent or guardian of such minor Participant, possess full legal authority to execute this Agreement on the minor's behalf, have reviewed and explained the terms of this Agreement to the minor Participant to the extent appropriate given the minor's age and understanding, and voluntarily accept all obligations, waivers, and indemnifications contained herein on behalf of themselves and the minor Participant.

The undersigned FURTHER ACKNOWLEDGES AND AGREES that this Agreement shall be binding upon and enure to the benefit of the undersigned, the Participant (if applicable), and their respective heirs, next-of-kin, executors, administrators, successors, and assigns. By signing this Agreement, the undersigned knowingly and irrevocably WAIVES ANY AND ALL legal rights, including but not limited to the right to institute legal proceedings or claims against the Releasees for damages, compensation, or other relief, whether arising in tort, contract, equity, or under statute.

9. JURISDICTION AND VENUE

The undersigned ACKNOWLEDGES AND AGREES that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia. The Parties further irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the City of Nanaimo, for the resolution of any disputes, claims, or legal proceedings arising out of or relating to this Agreement.

10. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid one that most closely reflects the original intent.

11. FORCE MAJEURE

The Oceanside Chess Club shall not be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay arises from circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters, pandemics, epidemics, government orders, war, terrorism, civil unrest, strikes, labour disputes, extreme weather, venue unavailability, utility failures, or any other event that renders performance impracticable, illegal, or impossible (a ‘Force Majeure Event’).

In the event of a Force Majeure Event, the Club may, at its sole discretion: (i) postpone or reschedule the Event; (ii) modify the Event format (e.g., transitioning to virtual participation); or (iii) cancel the Event without liability.

If the Event is cancelled due to a Force Majeure Event, the Club may, in its sole discretion, issue partial refunds, credits, or no refunds, depending on costs already incurred and feasibility. Participant acknowledges that the Club assumes no responsibility for any ancillary expenses (e.g., travel, lodging) incurred in anticipation of the Event.

This section does not relieve Participants of their obligations under this Agreement (e.g., indemnification, waiver of claims) for incidents unrelated to the Force Majeure Event.

12. LEGAL ADVICE

The undersigned ACKNOWLEDGES AND AGREES that: they have had the opportunity to seek independent legal advice before signing; they understand this Agreement limits legal rights;

participation is voluntary and conditional on accepting these terms.

13. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

14. ELECTRONIC SIGNATURE AND ACCEPTANCE

The Participant acknowledges and agrees that by electronically checking the box labelled ‘I agree to the Oceanside Chess Club's Terms of Service and Waiver of Liability,’ and or by completing the online registration process and submitting payment for the Event, the Participant voluntarily and intentionally enters into this Agreement with the same legal force and effect as if signing a hardcopy document in person. The act of completing the online registration process and payment for the Event shall constitute explicit acceptance of all terms within this Agreement. This electronic signature is expressly governed by the Electronic Transactions Act (British Columbia) and other applicable laws, and the Participant waives any right to dispute the validity or enforceability of this Agreement solely on the basis that it was executed electronically. The Participant further confirms that they:

(i) had a reasonable opportunity to review the full text of this Agreement prior to acceptance;

(ii) understand that participation in the Event is conditional upon agreement to these terms; and

(iii) consent to the use of electronic records to document their acceptance, which the Oceanside Chess Club may retain and produce as conclusive evidence of their agreement. No further physical or digital signature shall be required to bind the Participant to these terms.