

The Spruce Creek Upland Club
Box 3982, Olds, AB., T4H 1P6
(403) 556-2119

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY OF CERTAIN LIABILITIES

In consideration of being permitted to enter upon and use for any purpose the locations, facilities, properties and lands of The Spruce Creek Upland Club (the "Club"), I, for myself, any minors under the age of eighteen (18) years in my charge and my or their personal representatives, heirs, executors, administrators, trustees, successors, receivers or assigns, hereby acknowledge and agree as follows:

1. The use of firearms and other activities at the Club, including travel to or about the locations, facilities, properties and lands of the Club, are potentially dangerous and involve risk to me or to minors in my charge or serious injury, death or property damage and I agree to assume full responsibility for all such risks of any kind whatsoever.
2. I have been given a safety orientation by a staff member and have read and understand the Club's rules, regulations, policies and procedures.
_____ (Initials) _____ (Witness) I have reviewed the safety video.
3. The Club is not responsible for any loss, damage or injury suffered by me or by minors in my charge in participating in any activity, using the facilities of the Club, or in traveling to or about the location, facilities, properties and lands of the Club, for any reason whatsoever, including negligence on the part of the Club, its directors, officers, employees, agents, solicitors, accountants, professional advisors and any other representatives of the Club (collectively, the "Club Representatives").
4. I hereby relieve, release and waive the Club and all Club Representatives from any and all loss, liability, damage, cost, expense, charge, fine, penalty, assessment, consequential, indirect or special loss, which may be suffered or incurred by me or by minors in my charge, including but without limitation, any loss or liability arising from any act, error or omission or any negligent, wilful or wanton misconduct of the Club or any Club Representative.
5. The foregoing release and waiver is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and the laws of Canada applicable in such province and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
6. On behalf of myself and any minor in my charge, I hereby indemnify, defend and save harmless and by these presents does hereby indemnify the Club and each Club Representative from and against any and all loss, liability, damage, cost, expense, charge, fine, penalty, assessment, consequential, indirect or special loss and reasonable legal fees on a solicitor and his own client basis, expert fees and any disbursements arising out of any act, omission or state of facts and any demand, suit, proceeding, claim, assessment, judgment, settlement or compromise (including, but without limitation, injury to or the death of a Club Representative) suffered or incurred by the Club or any Club Representative, as a direct or indirect result of, or arising in connection with or in any manner whatsoever related to:
 - (a) any failure by myself and any minor in my charge to observe or perform or any breach or infringement by myself and any minor in my charge of any rule, regulation, policy or procedure of the Club; and
 - (b) any act, error or omission or any negligent, wilful or wanton misconduct of myself and any minor in my charge in connection with the attendance upon or use of Club facilities, properties and lands or any other property of any kind used by the Club or Club Representatives in connection with activities carried out on Club facilities, properties or land.
7. I understand that the Club accepts each such indemnity in favour of its Club Representatives as agent and trustee of the Club Representatives and the Club may enforce any indemnity contemplated herein in favour of any Club Representative on behalf of that Club Representative.
8. I have read this document and I am at least eighteen (18) years of age and I am signing this document on behalf of myself, and if applicable, as parent, guardian or in loco parentis of any persons less than eighteen (18) years of age for whom I am responsible and who may use or be present on the Club's premises in my presence.

ACCEPTANCE OF THE ABOVE BY ME is evidenced by my signature and I agree that no oral representations, statements or inducements apart from the foregoing written document have been made.

NAME: _____ (Print)

ADDRESS: _____

SIGNATURE: _____ (Witness)

DATE: _____

MEMBER'S NAME: _____

EMERGENCY CONTACT: _____

TELEPHONE: _____