



OK Mission Community Hall Association – Ok Mission Tennis Club Participant Waiver

I acknowledge and agree that in consideration of being permitted to participate in **Tennis or Any Hall Association Event** organized, staged and/or operated by Okanagan Mission Community Hall Association or Okanagan Mission Tennis Club (hereinafter referred to as **Ok Mission Community Hall or Ok Mission Tennis**)

1. **I DO HEREBY RELEASE Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis** and its directors, officers, tennis committee members, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against **Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis** and its directors, officers, tennis committee members, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries, illness or property losses which I may suffer arising out of or connected with my preparation for, or participation in **Tennis or Any Hall Association Event** notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis** or any of their directors, officers, tennis committee members, employees, sponsors, independent contractors or agents.
2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**
 - **Tennis or Any Hall Association Event** may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of **Tennis or Any Hall Association Event** itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the **Tennis or Any Hall Association Event**.
 - as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, illness, even death, as well as property loss;
 - some of the aforesaid risks and hazards are foreseeable, but others are not;
 - I nevertheless ***freely and voluntarily assume all the aforesaid risks and hazards***, and that, accordingly, my preparation for, and participation in **Tennis or Any Hall Association Event** ***shall be entirely at my own risk***;
 - I understand that neither **Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis** nor any of its directors, officers, tennis committee members, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in **Tennis or Any Hall Association Event**;
 - I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;

- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis**, its directors, officers, tennis committee members, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss, illness or personal injury that I may sustain while participating in or preparing for **Tennis or Any Hall Association Event**, whether or not such loss or injury is caused solely or partly by the negligence of **Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis** or any of its directors, officers, tennis committee members, employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that **Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis** would not permit me to participate in **tennis or hall events** unless I signed this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT**, that this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** applies to **Tennis or Any Hall Association Event** whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **Okanagan Mission Community Hall Association as well as Okanagan Mission Tennis** or one or more of their representatives;
- this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of participation in **Tennis or Any Hall Association Event** and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of participating in **Tennis or Any Hall Association Event** and that I have no pre-existing conditions that would hinder **Tennis or Any Hall Association Event** my ability to participate in **Tennis or Any Hall Association Event**.