

## **FREEZER BURN**

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU GIVE UP IMPORTANT LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE

### **PLEASE READ CAREFULLY**

I, *Print Legal Name* (the "Participant"), would like to attend Freezer Burn 2019 (the "Event") hosted by The League of Extraordinary Albertans ("LEA"). I acknowledge that participation in the Event involves the setup, operation, and teardown of art installations, fire art, theme camps, sound camps, vehicles, and other events, performances, and activities, which are **NOT OWNED, OPERATED, MODERATED OR CONTROLLED BY LEA**, but by other Event participants.

The Event involves many **RISKS AND DANGERS**. Risks include but are not limited to the presence of: dangerous terrain, wildlife, domestic animals and pets, drugs and alcohol, equipment and infrastructure causing injury as a result of mechanical or structural failure, fire, mature themes, nudity, lack of adequate medical facilities, low visibility and severe weather (including but not limited to extreme heat, cold, tornadoes, lightning, wildfire, hail and other acts of nature). I understand that known and unknown risks and dangers associated with my participation in the Event may result in personal injury, death, property damage or loss. I understand that personal injury, death, property damage or loss may be caused or contributed to by the **NEGLIGENCE OR CARELESSNESS** of others.

**IT IS A TERM OF MY PARTICIPATION IN THE EVENT THAT I FULLY SIGN THIS DOCUMENT.** In consideration for my participation in the Event, I agree, on behalf of myself, my heirs, assigns, personal representatives and next of kin that:

1. **I ASSUME AND ACCEPT, WITHOUT LIMITATION, ALL RISKS AND DANGERS** associated with my participation in the Event.

*Initials:* \_\_\_\_\_

2. **I ASSUME FULL RESPONSIBILITY** for reading, understanding and complying with the Survival Guide, the What Where When, all Event signage, and all instructions from Event Rangers, staff and volunteers. I understand that my ticket is a revocable license which may be revoked by LEA should I fail to comply with the above.

*Initials:* \_\_\_\_\_

3. **I UNDERSTAND THAT THIS IS A LEAVE NO TRACE EVENT** and I am responsible for cleaning up after myself, and leaving no physical trace of my participation in the Event. I understand that I must at all times avoid leaving the designated Event area, unless I have made previous arrangements with LEA.

*Initials:* \_\_\_\_\_

4. **I CONSENT TO FIRST AID, EMERGENCY MEDICAL CARE**, and admission to an accredited hospital or emergency care center when necessary for executing such care and treatment of injuries that I may sustain while participating in the Event.

*Initials:* \_\_\_\_\_

5. **I RELEASE LEA**, its directors, officers, employees, agents, volunteers, affiliates, representatives, contractors, suppliers, and sponsors, and their respective personal representatives, successors or assigns (the "Releasees"), from any and all liability for any loss, damage, injury or expense that I, or my next of kin, or any other person, may suffer or incur by reason of my presence at, or participation in, the Event, due to any cause whatsoever, **INCLUDING NEGLIGENCE ON THE PART OF LEA OR OTHER EVENT PARTICIPANTS OR ANYONE ELSE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.**

Initials: \_\_\_\_\_

6. **I WILL INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any and all liability for loss, damage, injury or expense suffered or incurred by me or anyone else in connection with my presence at, or participation in, the Event.

Initials: \_\_\_\_\_

7. **I GIVE MY CONSENT TO LEA TO USE MY NAME AND PICTURES** taken of me during the Event for any purpose, including publication in any form of media, or for any lawful purpose. I waive the right to inspect or proof the finalized versions or to receive compensation. I acknowledge that LEA has no control over pictures taken and posted by other Event participants.

Initials: \_\_\_\_\_

**I HAVE READ THIS DOCUMENT THOROUGHLY AND CONFIRM I UNDERSTAND THE DOCUMENT AND DO NOT HAVE ANY QUESTIONS REGARDING ITS MEANING OR INTERPRETATION.**

**I ACKNOWLEDGE THAT I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY ANY RELEASEE, OTHER THAN WHAT IS SET OUT IN THIS DOCUMENT.**

**I UNDERSTAND THAT LEA IS RELYING ON MY FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN ACCEPTING MY PARTICIPATION IN THE EVENT.**

**IF 18 OR OLDER:**

Signed this \_\_\_\_ day of \_\_\_\_\_,  
2019 at Ponoka County, Alberta.

\_\_\_\_\_  
Participant:

\_\_\_\_\_  
Witness:

**IF UNDER 18, GUARDIAN MUST SIGN:**

As legal guardian for the Participant, I consent on behalf of the Participant to the above terms and conditions, and agree to supervise the Participant at all times.

Signed this \_\_\_\_ day of \_\_\_\_\_,  
2019 at Ponoka County, Alberta.

\_\_\_\_\_  
Participant:

\_\_\_\_\_  
Witness: