



KELOWNA INN AND SUITES SWIMMING WAIVER AND RELEASE

Re: Use of Swimming Pool, property on which the pool is located, and associated equipment (collectively known as the “Facilities”) and Swimming Lessons with WETS Program (the “Activities”) – 646946 B.C. Ltd. dba Kelowna Inn and Suites (“646”)

In consideration of being allowed to participate in the Activities and use the Facilities, I hereby agree and acknowledge that:

- 1) Participation in the Activities and the use of the Facilities involves significant risk of injury, including the potential for permanent injury and/or death. While following particular rules and personal discipline *may* reduce the risk, serious potential for harm does exist. I agree to assume *all* such risks, whether known or unknown, and whether foreseen or unforeseen, even if arising from the negligence of others, and I assume full responsibility for my participation in the Activities and use of the Facilities.
- 2) Prior to my use of the Facilities, I will inspect the condition of them, and my use of them will constitute my acceptance of such condition.
- 3) I agree to comply with all posted rules and regulations, and all customary terms and conditions for participation in the Activities and use of the Facilities. If I observe any unusual activities or hazards during my presence in, or use of the Facilities, I will *immediately* remove myself from such use and inform the staff of 646 of such observations I have made that constitute a possible hazard.
- 4) I understand and agree that none of 646, its directors, officers, shareholders, employees, successors, contractors, agents, assigns or invitees (collectively known as the “Releasees”) may be held liable in any way for any occurrence in connection with my use of the Facilities or participation in the Activities, which may result in personal injury, death or property damage to me, or my heirs, personal representatives or assigns. I hereby release, waive and discharge the Releasees from, and I covenant not to sue any of the Releasees for, any and all personal injury, death or property damage suffered by me which in any way may arise out of or result from any Activities or part thereof, relating to the use of the Facilities, whether any such claims may be based upon active or passive negligence, participation in the wrong, any alleged breach of any duty or obligation of any of the Releasees, or otherwise.
- 5) I hereby agree to indemnify and hold all of the Releasees harmless from, and for, any and all manners of action, causes of action, damages, costs, claims, demands, outlays, losses or liabilities of any nature whatsoever, which any of the Releasees may sustain, which arise, directly or indirectly, out of my use of the Facilities or participation in the Activities.

I have read this document and fully understand its terms and conditions. I acknowledge that I have altered my legal rights by signing this document. I agree I have signed this document of my own free will and voluntarily, without coercion or any inducement whatsoever.

Participant’s signature (or that of legal guardian): _____

Please print name of the above: _____

Children’s Name(s): (1) _____ (2) _____

(3) _____ (4) _____

Witness: _____ **Witness Print Name:** _____

Emergency phone number: _____ **Date signed:** _____