

## 2022 Half Corked Marathon Waiver

**RELEASE AND WAIVER OF LIABILITY IMPORTANT: THIS IS A BINDING LEGAL AGREEMENT. IT AFFECTS YOUR LEGAL RIGHTS AND LIMITS YOUR ABILITY TO SUE; PLEASE READ IT CAREFULLY IT BEFORE AGREEING TO AND ACCEPTING THESE TERMS.**

In order to participate in the Half Corked Marathon or any other event in partnership with the Half Corked Marathon (each, an "Event"), you must accept and agree to the terms below, which is a Release and Waiver of Liability (the "Release") in favour of the Oliver Osoyoos Winery Association; the Town of Oliver; the Regional District Okanagan Similkameen; the Town of Osoyoos; the Oliver Tourism Association; the Oliver Parks and Recreation Society; the Osoyoos Indian Band; the Osoyoos Indian Band Development Corporation and the Province of British Columbia; and each and every director, officer, employee, affiliate, agent, delegate, representative, contractor, supplier, volunteer, sponsor, and provider of medical services of these persons with respect to their involvement with the Events in any way (collectively, all such parties are the "Released Parties"), and by doing so, in consideration of you being accepted to participate in any Event, and for other good and valuable consideration (the sufficiency of which is acknowledged), you agree as follows:

**ASSUMPTION OF RISK:** My participation in the Event is purely voluntary and I elect to participate, in spite of risks. I recognize and understand that participating in any Event may include risks that could be hazardous to me, and may put me at risk of serious injury or illness, including death or other losses. I acknowledge that risks and dangers and losses may arise from any number of circumstances, including but not limited to those caused by terrain; the effects of the weather; wet or icy or otherwise dangerous surfaces; falling objects; equipment; facilities; vehicle traffic; other participants; failure to follow safety procedures; diagnosed or undiagnosed health conditions; the actions of other people (including spectators); transportation to or from or associated with the Event; changes in the distance, course, time, prizes, or other details of the Event; or cancellation or postponement of the Event. I expressly and specifically accept and assume all risks of injury or harm or loss in or in relation to any Event. I further confirm and agree that this Release will apply to any Event in which I participate.

**COMMUNICABLE DISEASE:** My participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, **I knowingly and freely assume all such risks**, both known and unknown, **even if arising from the negligence of the releasees** or others, and assume full responsibility for my participation; and, **I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases.** If, however, I observe and any unusual or significant hazard during my presence or participation, **I will remove myself from participation and bring such to the attention of the nearest official immediately.**

**RELEASE AND WAIVER:** To the fullest extent permitted by law, I forever release, waive, agree not to sue, exonerate, discharge, and agree to hold harmless the Released Parties from any and all liability, claims, demands, actions, complaints, debts and causes of action whatsoever that I may have against any Released Party with respect to any injury, illness, death, property damage, travel or cancellation expenses, or any other loss that may result, directly or indirectly, from my participation in any Event, or in relation to any Event, in any way, **whether due to negligence or deliberate acts or otherwise** (a "Loss"). I specifically understand and agree that this Release forever discharges the Released Parties from any liability or claim that I may have against any Released Party with respect to any Loss that may result in any way in relation to any Event. I further understand and confirm that the Released Parties do not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of any Loss suffered by me.

**FITNESS:** I acknowledge that participating in any Event requires proper physical training, and that **I am solely responsible for ensuring that I am in good health**, and physically capable of participating in an Event. I confirm that I have sufficiently trained and am healthy and have the ability to complete the Event. I have no physical or health issues that can prevent my participation in the Event, or could cause danger or risk to my health or to the

health of others as a result of my participation. I confirm that my health has been regularly checked by a qualified physician, and that my statements in this document are based on the physician's confirmation of my good health.

**MEDICAL TREATMENT:** If I am unable to consent at the time due to injury or illness, I consent to the administration of first aid and other emergency medical treatment for such injury or illness that occurs during any of my participation in any Event. I release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services provided to me. I acknowledge that any treatment will be performed in British Columbia.

**PRIVACY AND DISCLOSURE:** I agree that all photographs, video, and images taken by any employee, director, representative, contractor, volunteer, or agent of the Released Parties, in any media, are the property of the Oliver Osoyoos Winery Association and may be used in any way, including publicity and advertising, without my permission or payment to me. I consent to the collection, use, or disclosure of personal information for the purposes of billing, or results, or otherwise, and/or for journalistic purposes. I release and forever discharge the Released Parties from any claims whatsoever related in any way to use of my image or my personal information.

**GOVERNING LAW AND JURISDICTION:** I agree that any and all disputes arising in relation to any Event or any Loss or this Release shall be exclusively governed by and construed in accordance with the applicable laws of Canada and British Columbia, and shall be referred to and finally resolved by a single arbitrator in a confidential arbitration in accordance with the Domestic Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre, and that I shall irrevocably attorn and submit to the arbitrator's exclusive and binding jurisdiction to decide all such disputes. The place of arbitration shall be Vancouver, British Columbia, Canada. I agree that any legal proceedings commenced by me or on my behalf will only be done in British Columbia.

**APPLICABILITY AND ENFORCEABILITY:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of British Columbia. I agree that if any part of this Release is held to be invalid or illegal or unenforceable for any reason, such invalidity shall not affect the remaining provisions of this Release, which shall continue to be enforceable.

**COMPLETE DEFENCE:** I agree that this Release may be pleaded or relied upon by any Released Party as a full and complete defense and as the basis for an injunction or other application staying any claim made by me.

**BINDING AGREEMENT:** I further agree that this Release shall bind me, my successors, spouses, children, parents, family, guardians, assigns, heirs, administrators, and executors, and anyone else who might claim or sue in my name or on my behalf, forever.

**RULES AND DIRECTIONS:** I agree to comply with all rules, regulations, and instructions of Half Corked Marathon, and of all officials, volunteers, and race marshals with the Event.

**By Signing, I acknowledge that I am at least 19 years old and that I have read and agree to the conditions of this waiver and understand and accept the risks associated with the consumption of alcohol while participating in a road race.** This document will bind my heirs, executors, administrators, successors, and assigns.

#### PARTICIPANT ACCEPTANCE

Print Name \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature \_\_\_\_\_

Date Signed: \_\_\_\_\_