

The Pink Ribbon walk for the Kelly Shires Breast Cancer Foundation will be a physical event with an option to participate virtually.

I, for myself, my heirs, my parents or legal guardians, executor, administrators, successor, and assigns hereby release waive and forever discharge the Kelly Shires' Breast Cancer Snow Run for fun Trust, and all associations, sanctioning bodies and sponsoring companies, directors, executive members, elected and appointed officials, successors, volunteers, assigns and other persons involved in and responsible for the organization of the Kelly Shires Breast Cancer Snow Run/Foundation in-person or virtual events, from any and all claims, suits, debt losses, obligations, judgements, charges, demands, damages, costs, expenses, action, whether in law or equity, in respect of death, injury, loss or damage to my person or property, which may be caused to me or by me, to my personal self, my belongings and or my equipment however caused, arising or to arise of my participation in the said event, whether prior to, subsequent to the event and notwithstanding that same may have contributed to or occasioned by the negligence of the aforesaid. By participating in the events of the Kelly Shires Breast Cancer Snow Run/Foundation, I consent to use of my photograph or video, without compensation, in any future publicity carried out by the charity.

I further hereby undertake to hold and save harmless and agree to indemnify all of the aforesaid from and against any liability incurred by any or all of them arising as a result of, in any way connected with my participation in the said event. I also understand that my photo may be taken in group or event settings and allow the use of these photos in future promotion or publication.

By submitting this electronically, I acknowledge having read, understood and agreed to the above agreement, release and indemnity. I also acknowledge and agree that I have the consent, permission and authority to register any other participants/volunteers that I have named on my electronic registration and I am authorized to sign on their behalf. I acknowledge that I am nineteen (19) years of age or older.

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**PLEASE READ CAREFULLY!**

In full or partial consideration for allowing me to participate in all related events and activities of the EVENT, in person or virtually, I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of

motor sport and in particular in being allowed to enter, for any reason, any restricted area; and

2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this EVENT, in person or virtually, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in this EVENT; and

3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the EVENT the sole responsibility for my personal safety and the personal safety of any child/minor I am responsible for remains with me; and

4. I will immediately remove myself or others I am parent/guardian to from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT

MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in the EVENT even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the EVENT in any capacity; and

2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities organization(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or my presence in any capacity at, the EVENT, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the EVENT; and

4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.

5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the EVENT occurs.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY

In full or partial consideration for allowing me to participate in all related events and activities of the Kelly Shires Breast Cancer Snow Run trust/Foundation, I hereby warrant and agree that:

1. I am familiar with and accept that there is the risk of illness serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of non-motor and motor sport and in particular in being allowed to enter, for any reason, any restricted area; and

2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this event, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant ; and

3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the Kelly Shires Breast Cancer Snow Run Trust/Foundation the sole responsibility for my personal safety remains with me, and

4. I will immediately remove myself and/or child/minor I am responsible for from participation, and notify the registrar, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued safe participation in any events supporting The Kelly Shires Breast Cancer Snow Run Trust/Foundation

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in this event even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in this event in any capacity; and
  
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the Kelly Shires Breast Cancer Snow Run Trust/Foundation including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or any presence in any capacity at, the Kelly Shires Breast Cancer Snow Run, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.
  
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the Kelly Shires Breast Cancer Snow Run Trust; and
  
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
  
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which this event occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ELECTRONICALLY ACCEPTING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. IF BEING SIGNED ON BEHALF OF A MINOR/CHILD, I ACCEPT RESPONSIBLE AS ABOVE FOR THOSE I AM RESPONSIBLE FOR.

BY REGISTERING ELECTRONICALLY I AGREE TO ALL THE TERMS AND CONDITIONS VOLUNTARILY AND WITHOUT INDUCEMENT.