



**PARTICIPANT'S ACKNOWLEDGEMENT, INDEMNIFICATION
and WAIVER AGREEMENT**

**Please read carefully before signing.
Must be completed prior to the event.**

To: Her Majesty the Queen in Right of Canada as represented by the Minister of National Defence (National Search and Rescue Secretariat, NSS); the City of St. John's (the City); the Province of Newfoundland and Labrador (the Province); and the Newfoundland and Labrador Search and Rescue Association (NLSARA).

Event: "2008 SARSCENE Games" (the Games)

At: Rotary Sunshine Park

Date: October 15, 2008

Participant: _____
Name Address

Note: The term "participant" includes volunteers and adjudicators.

In consideration of the permission and privileges herein, being that of participation in the competition event known as the 2008 SARSCENE Games, the Participant agrees as follows:

1. Although the SARSCENE Games are kept at a moderate skill level with no advanced technical training required, the Participant acknowledges that there are inherent risks associated with outdoor activities of this nature and further acknowledges that participation in the Games may result in serious injury including permanent disability and death, and severe social and economic losses which might result not only from the Participant's actions or inactions but also from the intentional or negligent actions of others, from the rules of play and their application, from the condition of the lands and premises and/or equipment, and from other causes now unknown or not now reasonably foreseeable.
2. The Participant shall at all times indemnify and save harmless Her Majesty, the City, the Province, NLSARA, and any agents, contractors and all those for whom Her Majesty, the City, the Province, and NLSARA from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to participation in the Games or any action taken or things done or maintained by virtue thereof, or the exercising in any manner of rights arising hereunder.
3. The Participant agrees to hold harmless and indemnify Her Majesty, the City, the Province, NLSARA and any of their servants, agents, contractors and all those for whom Her Majesty, the City, the Province, and NLSARA may at law be responsible from any and all liability for any damage to property of, or personal injury to, any third party resulting from participation in the Games.
4. The Participant waives all claims of any nature or kind whether in contract, tort, negligence or otherwise against Her Majesty, the City, the Province, NLSARA or any of their servants, agents, contractors and all in their employment and private capacities, in any manner arising out of, based upon, occasioned by or attributable to the activities of them, including negligence on their part, or any action taken or things done or maintained by virtue thereof.
5. The Participant agrees that this agreement shall be binding upon his/her heirs, next of kin, executors, administrators, assigns and representatives, in the event of his/her death or incapacity.

6. The permissions and agreements herein shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador, and of Canada, and any litigation involving this agreement shall be brought within the Province.
7. The Participant agrees:
 - a) to abide by all the rules and regulations of the Games and as they may be amended from time to time and to follow all instructions and directions issued by the National Search and Rescue Secretariat and/or the Games Organizing Committee;
 - b) to refrain from consuming alcoholic beverages or using any substance in a manner which would increase, decrease or impair his/her level of performance during participation in the Games; and
 - c) to refrain from unsportsmanlike conduct or any other conduct bringing discredit upon ground search and rescue providers and agencies or the Games including without limitation physically or verbally assaulting or abusing any official, adjudicator, participant or volunteer, spectator or any person involved in the conduct and management of the Games or officials of the City, the Province, NLSARA and its members and that such conduct may result in disqualification from the Games and criminal or civil action against the Participant.
8. The Participant will not create, permit or suffer any act or thing which is a nuisance; the National Search and Rescue Secretariat, the City, the Province, and NLSARA reserve(s) the right to be the sole judge(s) as to what constitutes a nuisance.
9. No part of the lands, facilities and/or equipment are to be damaged in any way nor is the equipment to be removed from the said lands or premises. Should any such damage or loss by removal be attributable to the Participant, costs incurred for repair or replacement shall be the responsibility of the Participant.
10. The Participant will, to the satisfaction of the officials of the National Search and Rescue Secretariat, the City, the Province, NLSARA and its members, comply fully with all directions given by them.
11. The Participant agrees to be filmed or photographed as a participant in the Games for media, publicity, or general documentation purposes.

The Participant acknowledges that the "Participant's Acknowledgement, Indemnification and Waiver Agreement" is executed freely and voluntarily and that there is no reliance on any personal inducements, promises or representations made by Her Majesty or the City or any individuals involved in the Games, or of any person associated in any way with the Games. The Participant further acknowledges that the Agreement has been read and understood; and is aware that, by signing the Agreement, certain legal rights which the Participant's or Participant's heirs, next of kin, executors, administrators, assigns and representatives may have against Her Majesty, the City, the Province, NLSARA or their members, servants, agents, contractors and all those for whom Her Majesty, the City, the Province, or NLSARA may at law be responsible are hereby waived.

Signed and dated this _____ day of _____, 2008.

Participant

Witness