

**BOLDLY
BE
WE DARE YOU**

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

CHALLENGE: _____

PARTICIPANT NAME: _____

PLEASE READ THE FOLLOWING CAREFULLY, as the following statements contain clauses that waive certain rights of the Participant and thereby release the Tourism Kamloops Marketing Society, its directors, officers and employees ("**TOURISM KAMLOOPS**") from liability and legal responsibility.

By signing this document and accepting to participate in the Challenge in exchange for entry to win a prize, you (the "Participant") acknowledge and agree:

1. That **TOURISM KAMLOOPS** makes no representations regarding the safety of Challenge or regarding whether the Challenge is appropriate for you or any individual to undertake.
2. That your participation in the Challenge involves certain inherent risks, dangers, and hazards, which can result in serious personal injury, death, property damage, and other loss.
3. That you have willingly undertaken the Challenge and have **ASSUMED ALL RISKS** related to the Challenge.
4. To **WAIVE ANY AND ALL CLAIMS AGAINST TOURISM KAMLOOPS** and **RELEASE TOURISM KAMLOOPS** for any and all liability for any loss, damage, expense, or injury, including death, that you or any other person may suffer, as a result of or in connection with your participation in the Challenge, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY OR OTHER DUTY OF CARE**, on the part of **TOURISM KAMLOOPS** AND ALSO INCLUDING THE FAILURE ON THE PART OF **TOURISM KAMLOOPS** TO **SAFEGUARD OR PROTECT YOU FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH YOUR PARTICIPATION IN THE CHALLENGE.**
5. To **INDEMNIFY** and **HOLD HARMLESS TOURISM KAMLOOPS** from any and all liability for claims, judgments, costs and expenses of any kind whatsoever incurred by the Participant that may in any way accrue against **TOURISM KAMLOOPS** in consequence of and incidental to your participation in the Challenge.
6. That you are solely responsible for fulfilling any conditions relating to participation in the Challenge imposed by parties other than **TOURISM KAMLOOPS.**
7. That your participation in the Challenge can be recorded by **TOURISM KAMLOOPS** for the purpose of publication on **TOURISM KAMLOOPS** social media platforms.

Date: _____

Participant Signature: _____

Parent or Guardian Signature: _____
(if Participant under age 19)

Witness Signature: _____

kamloops
BOLDLY UNSCRIPTED