



Canadian Geriatrics Society 2024 Fun Run/Walk Waiver and Release of Liability

I wish to participate in CGS's Fun Run/Walk scheduled to take place in Calgary, AB, on Saturday, April 27, 2024, and I agree to abide by the rules, regulations, and instructions of the event, as well as all applicable municipal and provincial laws and regulations. I understand that participating in such an event, using public streets and facilities and the use of and participation in services made available to participants during the event, is a potentially hazardous activity and can result in serious injury or death. I am aware of and expressly assume all risks associated with participating in this event, including, without limitation, falls, contact with other participants and objects, the effects of weather, traffic, and the conditions of the streets and routes used by the event. I assert that my participation in this event is voluntary.

In consideration for being permitted to participate in this event, I, for myself and for anyone entitled to act on my behalf, hereby waive and release from and all claims for injuries and damages I may have arising out of the event or my participation in the event (including without limitation any pre- and post-event activities), against CGS Fun Run/Walk, Canadian Geriatrics Society Scholarship Foundation, city of Calgary, province of Alberta, and any beneficiaries, sponsors, officials, participating clubs, communities, organizations, friends of the event, runners, walkers, participants, third-party vendors, government or public entities (including, without limitation, the Department of Transportation), and their respective affiliates, successors, officers, directors, employees, volunteers, agents and representatives, including, without limitation, the event medical sponsor, the medical director, and members of the medical team.

I intend by this Waiver and Release to release, in advance, and to waive my rights and to discharge all of the persons and entities mentioned above, from all claims for damages for death, personal injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in this event, even though that liability may arise from negligence, carelessness, or recklessness (whether simple or gross) on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.

I attest that I am physically capable of, and have sufficiently trained for completing this event. If I am aware of or under treatment for any physical infirmity, ailment, or illness, my medical care provider has been apprised of, and has approved of, my participation in this event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me, I consent to receive medical treatment which may be advisable in the event of illness or injuries suffered by me during this event, and I agree to pay for the costs of any such medical treatment.

I agree that my participation in the event is subject to the sole discretion of the organizers of the event, and that my participation may be limited or terminated, with or without cause.

I understand that all donations processed by CGS are non-refundable and non-transferable.

I understand that the CGS Fun Run/Walk, and all its related events, are public events which may be recorded and so I give permission for the free use of my personal indurations including name, voice or likeness observed at these public events, in any broadcast, telecast, advertising promotion or other account of this event for marketing or promotion for future similar events.

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA. THE BRITISH COLUMBIA COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I have carefully read this Waiver and Release and fully understand its contents. I am aware that this is a release of liability and a binding contract between myself and the persons and entities mentioned above and I consent to it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am agreeing to this Waiver and Release freely and voluntarily, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

By registering for the CGS Fun Run/Walk, I agree to the above terms and conditions.