

PARTICIPATION AND WAIVER AGREEMENT

(the "Agreement")

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS PROVISIONS WHICH LIMIT YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

THIS AGREEMENT made this ___ day of _____, 20__.

BETWEEN:

(the "First Event Organizer")

&

(the "Second Event Organizer")
(collectively, the "Event Organizers")

OF THE FIRST PART

- and -

Name of Participant

Last Name: _____ First Name: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Telephone: _____ Email: _____

Name of Parent or Legal Guardian (if Participant is under the age of 18)

Last Name: _____ First Name: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Telephone: _____ Email: _____

(the "Participant")

OF THE SECOND PART

WHEREAS

- A. The Event Organizers are hosting a Repair Exchange or Repair Café (the "Event").
- B. Individuals who attend the Event may work with volunteers, employees or independent contractors of the Event Organizers (collectively referred to as the "Fixers") to fix items they have brought to the Event and to learn how to complete repairs themselves.
- C. The Participant wishes to attend the Event and the Event Organizers agree the Participant may attend.

- D. The Participant agrees to abide by certain Ground Rules as separately posted and agrees to sign this Participation Waiver in favour of the Event Organizers.

IN CONSIDERATION OF being permitted to attend the Event, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Participant hereby agrees as follows:

Risk of Injury

1. The Participant agrees that there are inherent risks associated with the Participant's attendance and participation in the Event, including, but not limited to, injury resulting from the use of tools, injuries sustained during interaction with items being fixed, electrical shocks, or more generally, damage to or destruction of property, bodily injury, death, and disability.

Waiver and Release

2. The Participant agrees to waive any and all claims that have or may have in the future against the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers, and to release the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers from any and all liability for any loss, damage, expense or injury, including death that the Participant may suffer or their next of kin may suffer, as a result of participation in the Event or the use of any tools or equipment at the Event, due to any cause whatsoever, including, but not limited to, negligence, breach of contract, or breach of warranty on the part of the Event Organizers, or in respect of the provision or failure to provide any warnings, directions, instruction or guidance as to the Event.

Indemnity

3. The Participant agrees to hold harmless and indemnify the Event Organizers and their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers for any and all liability for any property damage, loss or personal injury to any third party resulting from the Participant's participation in the Event.

Negligence

4. The Participant agrees not to hold the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers responsible or financially accountable for damage to property howsoever caused, notwithstanding that it may have been contributed to or occasioned by the negligence of the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers.

No Contribution or Indemnity

5. The Participant agrees not to hold the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers responsible or accountable for contribution or indemnity for any liability that the Participant may have as a result of the death, injury, loss or damage to any other person or property.

No Guarantee of Success

6. The Participant acknowledges that their attendance at the Event does not guarantee that their item will be fixed or repaired, that in attempting to fix their item, Fixers may ultimately damage or destroy their item, and agrees to not hold the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers liable for any loss relating to the improper functioning, destruction, loss, or disassembly of their item.

Use of Tools

7. In the event that the Participant uses any equipment or tools owned, rented, or otherwise provided by the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, or associated volunteers, the Participant acknowledges that the equipment or tools are provided in 'as is' condition and repair, and agrees not to hold the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers responsible for any injury or damages caused by such equipment or tools.

Photography and Recording

8. The Participant agrees that the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, or associated volunteers may take pictures or record video at the Event and may use any photos taken for any purposes the Event Organizers deem fit.

Parent or Guardian

9. Where this Agreement is being executed by the Participant's parent or legal guardian, the Participant's legal guardian specifically agrees they are assuming all risks resulting from the Participant's participation in the Event and will indemnify and hold harmless the Event Organizers and their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers for any claims for loss, damage, injury, or death that the Participant may have against the Event Organizers.

Parties

10. This Agreement is between the Participant and the Event Organizers, or the Participant's parent or legal guardian and the Event Organizers if the Participant is below the age of 18.

Agreement Survives

11. This Agreement shall survive after the Event concludes.

No Agency or Employment

12. The Participant agrees that they will not be deemed to be an agent, servant, or employee of the Event Organizers. The Participant further agrees that the First Event Organizer shall not be deemed to be an agent, servant, or employee of the Second Event Organizer, or vice versa.

No Waiver by Event Organizers

13. The Participant acknowledges and agrees that the Event Organizers do not waive any rights under this Agreement.

Payment for Damages

14. The Participant shall pay the Event Organizers for any losses and/or damage the Participant causes to any Event Organizer equipment or property.

Binding Effect

15. This Agreement shall be binding upon the Participant and their heirs, executors and assigns.

Severability

16. Should any clause of this Agreement be unenforceable, that clause shall be deemed to be severed and void but the remaining provisions of this Agreement shall remain valid and in force and effect.

Governing Law

17. This Agreement shall be governed by the laws of the Province of Alberta.

Section Headings

18. The section and paragraph headings in this Agreement are included for convenience and reference only. They do not form part of the Agreement and do not in any way codify, interpret, or reflect the intent of the Event Organizers or Participant. Such headings shall not be used to construe or interpret any provision of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

Entire Agreement

19. The Participant agrees they are not relying on any oral or written representations or statements made by the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers with respect to the safety of participating in the Event.

I confirm that I have read and understand this Agreement, have had sufficient time to review this Agreement, and understand that by signing this Agreement I am waiving certain legal rights which I, my heirs, next of kin, executors, administrators, assigns, and representatives may have against the Event Organizers, their owners, agents, officials, employees, servants, representatives, co-hosts, and associated volunteers.

IN WITNESS WHEREOF the parties have executed this Agreement on the ____ day of _____, 20__.

FIRST EVENT ORGANIZER

SECOND EVENT ORGANIZER

Name:

Name:

Witness

Signature of Participant

Signature of Parent/Guardian
(if Participant is under 18 years of age)