

RELEASE, WAIVER AND ASSUMPTION OF RISKS AGREEMENT FOR VANCOUVER ATHLETIC COMMISSION SANCTIONED EVENTS

NOTE: THIS AGREEMENT MUST BE READ AND SIGNED BY THE PARTICIPANT BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY FIGHTING COMPETITION, EVENT OR OTHER ACTIVITY SANCTIONED OR PERMITTED BY THE VANCOUVER ATHLETIC COMMISSION.

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN BRITISH COLUMBIA OR IN ANY JURISDICTION OUTSIDE BRITISH COLUMBIA

PLEASE READ CAREFULLY!

TO: CITY OF VANCOUVER (the "City") AND VANCOUVER ATHLETIC COMMISSION ("VAC")

ACKNOWLEDGMENTS:

I, _____, am aware that signing this document is a condition of my participation in _____ at _____ on _____ (the "Sanctioned Event").

I am aware that there are risks and hazards inherent in the very nature of this Sanctioned Event and that my participation in the Sanctioned Event carries a risk to myself of serious bodily injury, including paralysis or death, as well as economic loss if I am no longer able to work as a consequence of any personal injury. I accept and assume full responsibility for my physical health and ability to participate in the Sanctioned Event.

I acknowledge that I have been advised to consult my own physician prior to participating in the Sanctioned Event. I certify that I have no medical or physical conditions which could interfere with my safety as a participant in the Sanctioned Event.

I acknowledge that as a participant, I am not an employee of the City or the VAC and I am not entitled to Workers Compensation Board benefits or to receive or be covered by or under any medical, disability or other insurance benefits or coverage of any kind from the VAC or the City.

ASSUMPTION OF RISKS:

I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PHYSICAL OR EMOTIONAL INJURY, DEATH OR ECONOMIC LOSS THAT I MAY SUFFER, RESULTING FROM OR RELATED TO MY PARTICIPATION IN THE SANCTIONED EVENT, INCLUDING ALL RISKS, LOSSES, INJURIES OR DEATH ARISING FROM THE NEGLIGENCE OF OTHERS, INCLUDING THE NEGLIGENCE OF THE VAC, THE CITY OR ANY OF THEIR RESPECTIVE OFFICIALS, OFFICERS, COMMISSIONERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, TRAINERS OR REPRESENTATIVES, INCLUDING ANY MEDICAL DOCTORS OR FIRST AID ATTENDANTS, AND EVERY PERSON ACTING ON BEHALF OF THE VAC OR THE CITY IN RELATION TO THE SANCTIONED EVENT (COLLECTIVELY THE CITY, THE VAC AND ALL THE SAID PERSONS ARE DEFINED AS THE "VAC GROUP"). I WILL BEAR ALL COSTS AND LOSSES ARISING OR RESULTING, DIRECTLY OR INDIRECTLY, FROM MY PARTICIPATION IN THE SANCTIONED EVENT.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS:

In consideration of the VAC, the City or any of the VAC GROUP allowing me to be a participant in the Sanctioned Event, I agree as follows:

1. I will comply with all of the rules and regulations for participants in a Sanctioned Event.
2. I hereby authorize and give my consent to the City, the VAC or any of the VAC GROUP to disclose to the public the contents of any report arising from a post-fight medical examination and/or the results or conclusions drawn by applicable medical professionals arising from any examinations or tests undertaken in connection with my participation in the Sanctioned Event, as well as any and all information concerning suspensions imposed for medical or non-medical reasons.
3. **I WAIVE AND RELEASE THE VAC GROUP FROM ANY AND ALL CLAIMS THAT I NOW HAVE OR MAY IN THE FUTURE HAVE AGAINST ANY OF THE VAC GROUP FOR ANY INJURY, DEATH, LOSSES (INCLUDING ANY ECONOMIC LOSS), DAMAGES, EXPENSES, ACTIONS, LIABILITIES, COSTS OR COMPENSATION OF EVERY NATURE OR KIND WHATSOEVER WHICH IN ANY WAY RESULT FROM, ARE INCIDENTAL TO OR ARISE OUT OF MY PARTICIPATION IN THE SANCTIONED EVENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY NEGLIGENCE BY ANY OF THE VAC GROUP, ANY BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED ON THE PART OF ANY OF THE VAC GROUP (a "CLAIM" or "CLAIMS").**
4. **I PROMISE AND AGREE THAT I WILL NOT SUE ANY OF THE VAC GROUP IN BRITISH COLUMBIA OR IN ANY JURISDICTION OUTSIDE OF BRITISH COLUMBIA IN RESPECT OF ANY CLAIM.**
5. This RELEASE, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT will be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
6. I am not relying upon any spoken or written statements, promises or other communications made by any of the VAC Group in signing this Agreement or in participating in this Sanctioned Event.
7. This Agreement will be governed by and interpreted in accordance with the laws of British Columbia. Any dispute or other matters arising in connection with this Agreement or the Sanctioned Event will be dealt with in the courts of British Columbia.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS OR REPRESENTATIVES MAY HAVE AGAINST THE VAC GROUP, INCLUDING THE RIGHT TO SUE OR TO RECEIVE ANY COMPENSATION FROM ANY OF THE VAC GROUP.

DATED at Vancouver, British Columbia this ___ day of _____, 20__.

SIGNED BEFORE ME at the City of Vancouver, in the Province of British Columbia, this _____ day of _____, 20__.

PARTICIPANT:

Participant's Signature

Participant's Name

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF
BRITISH COLUMBIA