

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY OF CERTAIN LIABILITIES**

In consideration of being permitted to enter upon and use for the purpose of a field test, referred to below as “the activity”, and for the period of Saturday, September 30, 2023 through Sunday, October 1, 2023, the locations, facilities and properties described as Wessex Game Birds, Carstairs, AB facilities and properties used in this activity, all of which are referred to below as “the grounds”,

I, \_\_\_\_\_ for myself, any minors under the age of eighteen (18) years, referred to below as “minors in my charge”, and my or their personal representatives, heirs, executors, administrators, trustees, successors, receivers or assigns, hereby acknowledge and agree that:

1. The activities at the grounds, including travel to or about the grounds, potentially involve risk to me or to minors in my charge and I agree to assume full responsibility for all such risks of any kind whatsoever for myself and any minors in my charge.
2. Neither Wessex Game Birds nor Calgary Pointing Dog Club nor any landowner or tenant at the grounds is responsible for any loss, damage or injury suffered by me or by minors in my charge, for any reason whatsoever in participating in the activity on the grounds, using the grounds, or in travelling to, from, or about the grounds, including negligence on the part of Wessex Game Birds, Calgary Pointing Dog Club, their directors, officers, agents and any other representative of any of them all of whom are referred to below as “representatives”, or any landowner or tenant.
3. I hereby relieve, release and waive Wessex Game Birds, Calgary Pointing Dog Club, their representatives, and any landowner or tenant, from any and all loss, liability, damage, cost, expense, charge, fine, penalty, assessment, consequential, indirect or special loss which may be suffered or incurred by me or by minors in my charge, including but without limitation, any loss or liability arising from any act, error, omission, or any negligent, wilful or wanton misconduct of Wessex Game Birds, Calgary Pointing Dog Club or their representatives, or any landowner or tenant.
4. This release and waiver is intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta and the laws of Canada applicable in Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
5. On behalf of myself and any minor in my charge, I hereby indemnify, defend and save harmless and by these presents do indemnify Wessex Game Birds, Calgary Pointing Dog Club, or their representatives, and any landowner or tenant from and against any and all loss, liability, damage, cost, expense, charge, fine, penalty, assessment consequential, indirect or special loss and reasonable legal fees on a solicitor and his own client basis, expert fees and any disbursements arising out of any act, omission or state of facts and any demand, suit, proceeding, claim, assessment, judgment, settlement or compromise, suffered or incurred by Wessex Game Birds, Calgary Pointing Dog Club, or their representatives, a landowner or tenant, including without limitation injury or death of a representative, landowner or tenant, as a direct or indirect result of, or arising in connection with or in any manner whatsoever related to:

- a. Any failure by myself or any minor in my charge, to observe or perform or any breach or infringement by myself or any minor in my charge, of any rule, regulation, policy or procedure of Wessex Game Birds, Calgary Pointing Dog Club, or their representatives, a landowner or tenant; and
  - b. Any act, error or omission or any negligent, wilful or wanton misconduct of myself and any minor in my charge in connection with the attendance upon or use of the grounds or property of any kind used by Wessex Game Birds, Calgary Pointing Dog Club, or their representatives in connection with the activity carried out on the grounds.
6. I understand that Wessex Game Birds, Calgary Pointing Dog Club, or their representatives accept each such indemnity in favour of Wessex Game Birds, Calgary Pointing Dog Club, or their representatives, landowners and tenants, as agent and trustee and Wessex Game Birds, Calgary Pointing Dog Club, or their representatives may enforce any indemnity contemplated herein in favour of Wessex Game Birds, Calgary Pointing Dog Club, their representatives or any, landowner or tenant on their behalf.
7. I have read this document and I am at least eighteen (18) years of age and I am signing this document on behalf of myself, and if applicable, as parent, guardian or in loco parentis of any person less than eighteen (18) years of age for whom I am responsible and who may use or be present at the grounds.

ACCEPTANCE OF THE ABOVE BY ME is evidenced by my signature and I agree that no oral representations, statements or inducements apart from the foregoing written document have been made.

Name: (print):

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Names of minors in my charge:

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Address:

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Witness:

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Date:

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Emergency Contact:

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Phone:

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