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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION.

STOP! PLEASE READ CAREFULLY!

Initial

Name (Licensee)			
Street			
City	Prov/State	Country	Postal Code
Telephone	E-mail		

In consideration of **Surrey Teachers' Association** ("**Licensor**") permitting the organization named as "Licensee" above ("**Licensee**") to occupy and use certain lands and premises of Licensor (the "**Space**") for Licensee's own functions and purposes (the "**Activity**"), and for other good and valuable consideration, Licensee agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. LICENSEE ACKNOWLEDGES AND AGREES THAT IT HAS FULL KNOWLEDGE OF THE RISKS, DANGERS AND HAZARDS INVOLVED IN THE ACTIVITY, AND LICENSEE ACCEPTS AND FULLY AND FREELY ASSUMES ANY AND ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF LICENSOR OR OTHERWISE.

Licensee has read and understands the above term: Initials

2. RELEASE OF LIABILITY. LICENSEE HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS WHICH LICENSEE HAS OR MAY IN THE FUTURE HAVE AGAINST LICENSOR, LICENSOR'S AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO THE ACTIVITY, ANY INDIVIDUAL PARTICIPATING IN THE ACTIVITY AT THE SPACE, OR ANY OTHERS INTERACTING WITH THOSE INDIVIDUALS, DUE TO ANY CAUSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF LICENSOR OR ANY OTHER RELEASEE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWING UNDER OCCUPIERS LIABILITY LEGISLATION OR OTHERWISE. LICENSEE AGREES NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST LICENSOR OR ANY OTHER RELEASEE, AND FOREVER AND UNCONDITIONALLY RELEASES AND DISCHARGES LICENSOR AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

Licensee has read and understands the above term: Initials

3. COMPLIANCE WITH PUBLIC HEALTH ORDERS. Licensee will: (a) comply with, and cause all individuals who participate in the Activity to comply with, all federal, provincial, and local laws, orders, directives, and guidelines related to the Activity while participating in the Activity including, without limitation, requirements related to hand sanitation, social and physical distancing, and use of face coverings and safety equipment; and (b) follow all instructions, recommendations, and cautions of Licensor at all times during the Activity. If, at any time, Licensor believes conditions to be unsafe to commence or continue the Activity, Licensee will immediately terminate the Activity and advise Licensor, in writing, of the termination, the reason for termination, and the precautions taken by Licensee in terminating the Activity.

4. INDEMNIFICATION. LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE ACTIVITY.

Licensee has read and understands the above term: Initials

5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of Licensor and Licensee with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

6. SEVERABILITY. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. ENUREMENT. This Agreement is binding on and shall enure to the benefit of the parties' respective successors and assigns.

8. GOVERNING LAW AND FORUM. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of British Columbia, and Licensee hereby consents to the exclusive jurisdiction of such courts.

LICENSEE ACKNOWLEDGES THAT IT HAS READ IN FULL AND UNDERSTANDS ALL OF THE TERMS OF THIS AGREEMENT AND THAT IT IS VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS), INCLUDING THE RIGHT TO SUE LICENSOR AND THE RELEASEES.

Date (DD-MM-YYYY)	Name of Authorized Signatory	Signature (Licensee)