READ CAREFULLY BEFORE SIGNING
WARRANTY AND CONSENT OF PARENT/GUARDIAN
and
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY / INDEMNITY AGREEMENT

IN CONSIDERATION of the Emily Brydon Youth Foundation (the "**Foundation**") providing funding for my minor child /ward to participate in:

_____ (the "**Program"**),

A. I ACKNOWLEDGE AND CONFIRM THAT I AM A PARENT/GUARDIAN HAVING FULL LEGAL RESPONSIBILITY FOR MY MINOR CHILD/WARD. I FURTHER ACKNOWLEDGE AND AGREE THAT:

1. I have determined that my child/ward would benefit from participation in the Program and that an application has been made on behalf of my minor child/ward for funding from the Foundation in order to enable my minor child/ward to participate in the Program.

2. The Foundation has made no investigation or inquiry with respect to:

a. Whether the Program is appropriate for my minor child/ward;
b. Whether my minor child/ward is mentally, emotionally or physically capable to participate in the Program;
c. Whether the personnel involved with the Program are suitably qualified, or qualified at all, to provide the Program to my minor child/ward; and
d. The background of the personnel involved with the Program, and in particular, the Foundation has not carried out any checks or investigations with respect to whether such personnel have criminal records or other involvement with the police, social service agencies or professional associations.

3. The Foundation is providing funding only to enable my minor child/ward to participate in the Program and is in no way connected with, directing, conducting or controlling the Program or its delivery, nor is the Foundation in any way responsible for any loss or damages or injury or death that may occur or result from my minor child/ward being involved with or participating in the Program.

B. I REPRESENT AND WARRANT TO THE FOUNDATION THAT:

1. I have carried out such investigations and inquiries as may be prudent or appropriate with respect to the matters set out in A(2) above and am not relying upon any representation or warranty of the Foundation with respect to the matters set out in A(2) above but solely on my own investigations and inquiries;

2. I am familiar with the level of risk of serious injury or harm which any participant in the Program may suffer AND am familiar with all aspects of the Program;

3. I believe that my minor child/ward is physically, emotionally and mentally able to participate in the Program;

4. I understand and will instruct my minor child/ward, that all applicable rules for participation in the Program must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and

5. I will immediately remove my minor child/ward from participation in the Program and notify the nearest personnel of the Program if at any time I sense or observe any unusual hazard or condition or if I feel that my minor child/ward is or may be unsafe, or has experienced or may experience any deterioration in his or her physical, emotional or mental fitness for continued participation in the Program, or that the Program may not be suitable for my minor child/ward.

C. I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. An unqualified ASSUMPTION OF ALL RISKS associated with participation in or association with the Program by my minor child/ward even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the personnel of the Program or any other parties and any persons associated therewith or participating therein;
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the Foundation and all persons and organizations associated with it and without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees (collectively, the "RELEASEES") of and from any and all injury, disability, death or damage to person or property whether arising from the negligence, gross negligence or negligent rescue of or by any of the foregoing or otherwise;
3. An UNDERSTANDING AND AGREEMENT NOT TO SUE the RELEASEES or any of them for any loss, injury, death, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly incurred or arising from the participation of my minor child/ward in the Program;
4. An AGREEMENT TO INDEMNIFY and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damages, award or costs, of any type whatsoever, that they may arise or be incurred as a result of any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES, or any of them, or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN AGREEING TO PROVIDE FUNDING FOR MY MINOR CHILD/WARD TO PARTICIPATE IN THE PROGRAM.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN LEGAL THAT I OR MY MINOR CHILD/WARD OR OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES OR ANY OF THEM.

This agreement shall be governed by and interpreted in accordance with the laws of the province of British Columbia and any litigation involving any of the parties to this agreement shall be brought within the province of British Columbia and shall be within the exclusive jurisdiction of the courts of that province.

I SIGN THIS DOCUMENT VOLUNTARILY WITHOUT INDUCEMENT

SIGNATURE OF PARENT / GUARDIAN		PRINT NAME	
PRINTED NAME OF MINOR		DATE	
AGE AS OF DATE OF PROGRAM COMMENCEMENT			