



**ACKNOWLEDGEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR ISSUANCE OF AUBURN BAY RESIDENTS ASSOCIATION MEMBERSHIP CARDS TO CHILDREN UNDER THE AGE OF 16**

**\*\*\*PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING AND SEEK APPROPRIATE ASSISTANCE IF YOU DO NOT UNDERSTAND IT \*\*\***

By giving my children permission to access the Auburn Bay Residents Association Facilities without adult supervision, I agree to the terms and conditions laid out in this document.

**ABRA MEMBERSHIP CARDS**

A Membership Card is required for use of the Facilities. Children under the age of twelve will not be issued Membership Cards and may only use the Facilities when accompanied by an adult. Children under the age of sixteen may only be issued a Membership Card with the consent of a parent/guardian who is a Member in Good Standing and holds a Membership Card. Children under the age of sixteen entering the Facilities without an adult are permitted a maximum of two guests per household. A valid Membership Card must be presented when accessing the Facilities and may be requested by a staff member at any time while on the premises. Lost Membership Cards are subject to a replacement fee.

INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**RULES AND REGULATIONS**

The ABRA has put in place rules and regulations (the “Auburn House Rules”) designed to promote safety and enjoyment for all Facility users. A full list of the Auburn House Rules is available at Auburn House or on our website at [www.auburnbay-connect.com](http://www.auburnbay-connect.com).

I hereby declare that I will review the Auburn House Rules with my children and any guests accompanying my children prior to their unsupervised use of the Facilities. I understand that any failure by myself, my children, or any guests accompanying my children to comply with the Auburn House Rules or to comply the directions of ABRA staff or contracted workers authorized to enforce the Auburn House Rules and protect the ABRA’s property, may result in suspension or revocation of membership privileges.

INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

IN CONSIDERATION of the Auburn Bay Residents Association (the “ABRA”) permitting our children named herein (the “Children”) and any guests accompanying the Children (the “Guests”) to access and use the facilities and amenities operated by ABRA (the “Facilities”) with or without adult supervision, the undersigned being the parent and/or guardian of the Children, for ourselves, the Children, our and our Children’s personal representatives, heirs and next of kin (collectively the “Undersigned”) acknowledge to and agree with the ABRA that:

1. No oral representations, statements or inducements have been made.



2. The Undersigned are aware of the dangers, risks and hazards associated with use of the Facilities by the Children and the Guests, including but not limited to participation in activities, spectating and/or merely attending the Facilities. **These risks include, but are not limited to:** physical, emotional or psychological injury; illness; paralysis; death; damage to oneself, property or to third parties; scratches; bruises; sprains; lacerations; fractures; concussions; severe life threatening hazards including the risk of drowning; and the inherent risks of participation in certain recreational, sport or fitness activities. These risks can result from the Children's and the Guests' own physical condition, the use of any equipment, and the acts of other people. Such risks may be heightened by a lack of adult supervision. **The Undersigned acknowledge and agree that the ABRA is under no obligation to provide supervision for the Children or the Guests and that activities at the Facilities may be unsupervised.**

The Undersigned understand the risks and dangers inherent in the above and hereby acknowledge that the Children and the Guests' use of the Facilities is voluntary, knowing these risk. The Undersigned acknowledge and agree that the Undersigned are freely and voluntarily assuming any and all dangers, risk and hazards arising therefrom and further acknowledge that the Undersigned, the Children and the Guests are using the Facilities entirely at their risk. The Undersigned acknowledge that the Children and the Guests are not required by ABRA to use the Facilities.

3. The ABRA and its members, employees, agents, trustees, directors and officers and their helpers and assistants, as well as Brookfield Residential, and each of them and their respective insurers, heirs, successors, assignees, administrators and executors (collectively the "Releasees") are not responsible for any loss, costs, damage, personal injury, ambulance services, death or property damage, however caused, arising from participation in activities, spectating and/or mere attendance by the Undersigned, the Children and/or the Guests at the Facilities, including without limitation negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute. ABRA is obtaining this Release, Waiver and Indemnity for itself and as agent for and for the benefit of the other Releasees.

4. The Undersigned hereby completely and unconditionally remise, release, discharge, waive, indemnify and save harmless the Releasees and each of them from any and all liability, costs (including without limitation legal costs on a solicitor and his own client basis), claims, damages, demands, actions and causes of actions at law, by statute and/or in equity arising as a result of any loss, damage, personal injury, death or property damage suffered by the Undersigned as a result, directly or indirectly, of the Children or the Guests participating in activities, spectating and/or mere attending the Facilities.

5. Furthermore, the Undersigned completely and unconditionally indemnify and save harmless the Releasees and each of them for any and all liability, costs (including without limitation legal costs on a solicitor and his own client basis), claims, damages, demands, actions and causes of actions at law, by statute and/or in equity arising as a result of any loss, damage, personal injury, death or property damage suffered by the Guests, by the parents and/or guardians of the Guests, and by the personal representatives, heirs and next of kin of the Guests and the Guests' parents and/or guardians, as a result of the Guests participating in activities, spectating and/or mere attending the Facilities.



RESIDENTS  
ASSOCIATION

6. The Undersigned understand that by signing this document, **the Undersigned will be forever precluded from suing or otherwise claiming** against the Releasees or any of them for any loss, damage, personal injury, death or property damage that we may sustain through the Children and/or the Guests' participation in activities, spectating at and/or mere attendance at the Facilities.

Any reference to the singular used in this document shall be deemed to include the plural, and vice versa, as the context may require.

The foregoing release, waiver and indemnity are intended to be as broad and inclusive as is permitted by the laws of the Province of Alberta, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect.

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