LAPIDARY WORKSHOP

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY

TO: <u>PORT MOODY ROCK AND GEM CLUB</u> and its directors, officers, employees, members, representatives, sponsors, officials, volunteers, and agents (collectively, the "**PMRC**")

ASSUMPTION OF RISKS

I understand that PMRC's Lapidary Workshop involves intrinsic risks, not all of which can be listed here. Among the more obvious are the risk of injury from:

    a. electrocution or burns caused by the use of lapidary equipment including but not limited to the use of arbours, trim saws, slab saws, flat laps, and flexible shaft machines;

    b. inhaling fumes or dust produced by the lapidary equipment and rocks;

    c. use of toxic material;

    d. flying or falling rocks or debris; and

    e. slips and falls.

Initial

I HAVE SATISFIED MYSELF AND/OR WAIVED THE OPPORTUNITY TO OBTAIN INFORMATION NECESSARY TO MAKE AN INFORMED DECISION REGARDING CONSENT. I am aware that use of the lapidary workshop, and equipment, machines and facilities, will involve various risks, dangers and hazards including the risk of personal injury, death or property loss from various causes including but not limited to: defective, dangerous, or unsafe condition of the Lapidary Workshop; negligence on part of other persons using the Lapidary Workshop; or negligence on part of PMRC. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE LAPIDARY WORKSHOP HOSTED BY PMRC AND THE POSSIBILITY OF <u>PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS</u> RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of permission to work in the Lapidary Workshop that is in the Kyle Centre, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against PMRC and TO RELEASE PMRC from any and all liability for any loss, damage, claims, injury, death or expense, whether personal or related to property, that I may suffer, or that my next of kin may suffer as a result of or arising out of any aspect of my participation in the Lapidary Workshop, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF PMRC;

2. TO HOLD HARMLESS AND INDEMNIFY PMRC from any and all liability for any loss, damage, claims, injury, death or expense, whether personal or related to property, including without limitation solicitor's fees on a solicitor-client basis (and for greater clarity, regardless of whether I am successful in a claim against PMRC or otherwise), resulting from my participation in the Lapidary Workshop;

Initial

3. I specifically acknowledge that PMRC has not provided me with any medical advice and I have either discussed the Lapidary Workshop with a doctor, or have waived the opportunity to do so and have satisfied myself that I understand and hereby accept the risks of participating in the Lapidary Workshop;

4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

5. If any portion of this waiver is found to be unenforceable or invalid, that portion shall be severed from this waiver and the remainder of this waver shall be construed as though the unenforceable portion had never been contained herein; and

6. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, and any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST PMRC.

SIGNED BY MEMBER:

_____
Printed Name

_____
Date

_____
Signature

_____
Name of PMRC Representative
Receiving Document

_____
Signature of PMRC Representative Receiving
Document