

**(Must bring this form with you to be able to attend the Event)**

Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT**

In consideration of participating in the above Event, I understand that all use of the Hotel's recreational facilities (including but not limited to the swimming pool, spa, fitness equipment, squash courts, bowling alley and other games) (the "Facilities") carries with it a certain degree of risk. I represent that I am qualified, in good health, and in proper physical condition to participate in the Event and use the Facilities. I acknowledge that if I believe any Event or Facilities conditions are unsafe, I will immediately discontinue participation in such activity. I fully understand that use of the Facilities involves risk of serious bodily injury (including permanent disability, paralysis and death) which may be caused by equipment malfunction, my own actions or inactions, those of others participating in the Event, the conditions in which the Event takes place, or the negligence of the Released Parties named below. There may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in the Event and use of the Facilities.

I hereby forever and unconditionally agree to waive any claim for damages of any nature and to release the Delta Kitchener-Waterloo Hotel (the "Hotel"), Vista Waterloo Limited Partnership, Vista Waterloo Hotel Inc., and Vista Hospitality Co. Canada Inc., their affiliated entities, employees, officers, directors, shareholders, contractors and insurers, any sponsors or advertisers, other participants or volunteers, and any agents and representatives of the foregoing (jointly and severally, the "Released Parties"), from any liability or responsibility for any ill-effect, injury, negligent rescue operation or loss which I may suffer, including all manner of actions, causes of action, suits, debts, damages or claims and demands of any type whatsoever (the "Claims"), whether or not such Claims were caused by the negligence or willful conduct of the Hotel or any of the Released Parties. I hereby further agree to defend, indemnify and hold harmless the Released Parties from all Claims, judgments, costs and expenses, including but not limited to reasonable legal fees, to which any Released Parties may be subject by reason of any Claims.

I have been informed of and agree to follow all posted rules, directions and instructions of the Hotel and its employees. If a Hotel employee determines that I am using the Facilities improperly, the Hotel may immediately revoke my access to use such Facilities. If I damage any Facilities, or any area of the Hotel, I hereby agree to promptly pay for the cost of repair or replacement of the damage.

I have read this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, understand that I am giving up substantial rights by signing it. I have signed this Release freely without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this Release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Witness  
  
Participant's \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
  
Email: \_\_\_\_\_  
  
Date: \_\_\_\_\_

**PARENTAL CONSENT (if Participant is less than 18 years old)**

AND I, the minor's parent and/or legal guardian, understand the nature of the Event and the minor's experience and capabilities and believe the minor to be qualified to participate in such Event and use the Facilities. I hereby release, discharge, covenant not to sue and agree to defend, indemnify and hold harmless the Released Parties from all Claims on the minor's account caused or alleged to have been caused by the negligence or willful conduct of the Released Parties or otherwise, including negligent rescue operations.

\_\_\_\_\_  
Witness  
  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
  
Email: \_\_\_\_\_  
  
Date: \_\_\_\_\_