



Oasis Grove RV & Golf Resort Society Liability Waiver 2023

Please read this document (the “Resort Liability Waiver”) carefully, as it affects your future legal rights.

1. I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Resort may involve the risk of serious injury and/or death and/or property damage.
2. I am fully aware of the risks and hazards inherent in my attendance at the Premises and participation in the activities of the Resort and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Resort and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to the Resort owners, officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Resort owners, officers, directors, managers, staff, volunteers or visitors), navigating any and all obstacles and any defects of the Premises.
3. I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Resort and have no medical condition that would make my participation in the activities of the Resort more hazardous.
4. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Resort.
5. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Resort owners, officers, directors, managers, staff, volunteers, or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
6. I understand and agree that I am expected to exhibit appropriate behavior at all times while I am attending the Premises and while I am participating in the activities of the Resort to obey all local, provincial, and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities, or property.
7. I understand and agree that I may not bring weapons or illegal substances to the Premises.

8. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of the Resort or on the Premises.
9. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the activities of the Resort and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury, or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of the Resort or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
10. I agree to indemnify the Releasees from any and all third-party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of the Resort or attending the Premises.
11. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of the Resort or while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.
12. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Resort or while attending the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
13. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Resort or attending the Premises, under the terms of any statute, including, but not limited to, any claims under the Province of Alberta, as amended.
14. I understand and acknowledge that the laws of the Province of Alberta shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court in Alberta. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of the Resort or while on the Premises of the Resort.

15. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Alberta, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

16. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favor of the Resort.

Each individual attending the Premises and/or participating in the activities of Oasis Grove RV & Golf Resort Society (noted furthermore as 'the Resort' and/or 'the Premises') must complete the Waiver.

A parent/guardian of a minor Attendee must complete the Waiver on behalf of the minor Attendee.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SOCIETY.

Signature of Family & Friends Site Attendee _____

Name of Family & Friends Site Attendee (please print): _____

Address: _____

Date: _____

Signature of Resort Member: _____

Name of Resort Member (please print): _____

Date: _____

Site # for the Resort Member: _____