

**Assumption of Risk, Release,  
Waiver of Claim and Indemnity**  
(Please complete this form on behalf of the minor)

**WARNING: THIS DOCUMENT AFFECTS LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE, AND CREATES LEGAL RESPONSIBILITIES. PLEASE READ CAREFULLY.**

PREPARED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

TO: SAMARITAN'S PURSE CANADA ("SPC")

---

In consideration of SPC accepting the application for the said minor, and allowing the minor to participate in, an excursion to \_\_\_\_\_ being organized by SPC, and which is expected to begin on or about \_\_\_\_\_, and for the sum of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We the Parents/Guardians \_\_\_\_\_, the parent(s) or legal guardian(s) of \_\_\_\_\_, agree to the terms of this Assumption of Risk, Indemnity, Waiver of Claim and Release (collectively the "Agreement"). In particular:

**1. ASSUMPTION OF RISK**

I/We, the Parents/Guardians for myself/ourselves and on behalf of the Prospective Participant (herein I/We the Parents/Guardians), ACKNOWLEDGE AND AGREE THAT participation of the said minor in the Excursion involves potential dangers, risks and hazards (the "Risks") that include, but are not limited to:

- a) death or injury occurring through vehicle accidents during transportation between various communities
- b) death or injury due to activities related to construction work or other community development activity
- c) death or injury due to the handling and usage of equipment and supplies
- d) death, injury or illness from consumption of unsanitary food and water
- e) death, injury or illness due to the contraction of a communicable disease
- f) death, injury or personal loss incurred as a result of political instability, criminal violation, and hostile environments
- g) death, injury or personal loss incurred as a result of a hurricane, volcanic eruption, an earthquake or other type of natural disaster

I/WE THE PARENTS/GUARDIANS FURTHER ACKNOWLEDGE AND AGREE THAT participation of the said minor in the Excursion is entirely at his/her own risk and that I/We the Parents/Guardians freely accept all the inherent risks arising through the participation of the said minor in the Excursion and the possibility of personal injury, death, kidnapping, property damage and loss resulting therefrom.

I/WE THE PARENTS/GUARDIANS FURTHER ACKNOWLEDGE AND AGREE THAT participation of the said minor is dependant on full disclosure of any and all pre-existing medical conditions on the form attached labeled "Medical Form – SP Teams". I/We the Parents/Guardians agree that certain medical condition may preclude the said minor from participating on the excursion. I/We the Parents/Guardians are further aware and agree that SPC will obtain RBC Standard Travel insurance on behalf of the said minor.

I/WE THE PARENTS/GUARDIANS FURTHER ACKNOWLEDGE AND AGREE THAT SPC's acceptance of the said minor's involvement as a participant in the Excursion does not and will not make him/her an agent, contractor or employee of SPC and SPC will not be obliged to assume any responsibility for his/her welfare in the event of his/her detention by lawful or unlawful means and that SPC's policies prohibit SPC from submitting to any form of extortion to obtain his/her release or otherwise ensure or protect his/her safety or well being if he/she is taken hostage or otherwise victimized during the Excursion.

## **2. RELEASE AND WAIVER OF CLAIM**

I/WE THE PARENTS/GUARDIANS WAIVE ANY AND ALL claims I/We the Parents/Guardians may now, and in the future, have against, and release and discharge from all liability, and agree not to sue, SPC, its members, directors, officers, employees, volunteers, agents, representatives, and each of them and their respective agents, executives, administrators, representatives, heirs, successors and assigns (the "Releasees"), with respect to any and all liability, costs (including legal costs), claims, damages, demands, actions and causes of action of whatever kind which might arise from or in connection with the said minor's participation in the Excursion including, without limitation, any personal injury, illness, death, property damage, or financial loss or other loss suffered by him/her, or any other family members or dependants, arising, directly or indirectly, from his/her participation in the Excursion, whether foreseen or unforeseen and regardless of the cause thereof including, without limitation, negligence or partial negligence on the part of the Releasees or any of them but excluding willful misconduct;

I/WE THE PARENTS/GUARDIANS FURTHER ACKNOWLEDGE AND AGREE that SPC along with it licensees and assigns, without limitation, may use, publish, reproduce, broadcast, transmit, televise, record, sell, distribute and display any written accounts or depictions, motion and/or still pictures or other materials in which the said minor may appear or be mentioned or included, in regard to the Excursion and I/We the Parents/Guardians waive and release any right or claim I/We the Parents/Guardians may have to receive any compensation or reimbursement in regard to any of the foregoing, whether the minor was involved in the creation or production of any of such and regardless of whether any obligation arises under or by virtue of statute or otherwise including moral rights.

I FURTHER ACKNOWLEDGE AND AGREE that the information I have provided will be used by SPC to inform me of programs and projects, to help and encourage me spiritually, and to provide me with opportunities to be involved in and support your work. I will contact SPC at 1-800-663-6500 or email [canada@samaritan.org](mailto:canada@samaritan.org) if I do not want my information to be used for the purposes described.

### **3. INDEMNITY**

I/WE THE PARENTS/GUARDIANS AGREE to hold harmless and to indemnify the Releasees for any and all claims made against any of the Releasees by any person, including any claim or action by or on behalf of my spouse or dependants, for damages suffered or costs incurred arising out of or related to any aspect of the said minor's participation in the Excursion, including, without limitation, any of the matters described or contemplated in Clause 2 hereof.

### **4. UNDERSTANDING**

I/WE THE PARENTS/GUARDIANS DECLARE that I/We the Parents/Guardians have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement, that I/We the Parents/Guardians fully understand the terms of this Agreement and that I/We the Parents/Guardians have not been influenced by any representations or statements made by or on behalf of SPC not recorded in this document.

I/WE THE PARENTS/GUARDIANS CONFIRM THAT I/We the Parents/Guardians are the full age of 18 years and have read and understood the Agreement prior to signing it and I/We the Parents/Guardians agree that the Agreement will be binding upon my/our heirs, next-of-kin, executors, administrators and successors. I/We the Parents/Guardians are aware that by signing this Agreement I/We the Parents/Guardians are releasing and waiving certain legal rights, including the right to sue and to be awarded potentially substantial damages, which the said minor or my/our heirs, next-of-kin, executors, administrators and assigns have or may have against the Releasees.

### **5. JURISDICTION AND CHOICE OF LAW**

I/WE THE PARENTS/GUARDIANS AGREE that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and that the parties hereby attorn to the exclusive jurisdiction of the Alberta courts.

**6. COMPLETE AGREEMENT**

I/WE THE PARENTS/GUARDIANS UNDERSTAND AND AGREE that this Agreement contains the entire agreement between SPC and me/us and that the terms of this Agreement are contractual and not merely a recital. I/We the Parents/Guardians the Parent/Guardians sign this agreement freely, voluntarily and without duress. By my/our signature below, I/We the Parents/Guardians the Parents/Guardians also declare that I/We the Parents/Guardians have discussed the Release with the PARTICIPANT and the PARTICIPANT understands that the Release continues to bind the PARTICIPANT should the PARTICIPANT attain the age of majority before the Release expires.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Parent/Legal Guardian

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Parent/Legal Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Under Age Participant

Seal: