



STARS
EVENT RELEASE OF CLAIMS, INDEMNITY AND CONSENT
(ALBERTA)

WHEREAS the Shock Trauma Air Rescue Society and/or the Shock Trauma Air Rescue Service Foundation (collectively, "STARS") is hosting the following event:

Date: _____

Description: _____ (the "Event");

AND WHEREAS the undersigned will be attending, volunteering, and/or participating in the Event;

NOW THEREFORE in consideration of STARS granting permission to attend the Event, STARS making a financial contribution to the Event and/or other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) I, the undersigned, hereby agree as follows:

1. ASSUMPTION OF RISKS

- 1.1** I am aware that the Event may by its very nature be hazardous and, by attending the Event, there are potential risks, dangers and hazards including, but not limited to, the risk of dangerous conditions or circumstances which may arise in the course of the Event, and the risk of **NEGLIGENCE ON THE PART OF STARS OR ITS EMPLOYEES OR VOLUNTEERS, INCLUDING THE FAILURE OF STARS OR ITS EMPLOYEES OR VOLUNTEERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENT.** I acknowledge and accept that STARS and its staff may be unable to predict the existence of any such conditions or circumstances;
- 1.2** I am aware of the risks, dangers and hazards associated with the Event and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom;

2. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

- 2.1** I WAIVE ANY AND ALL CLAIMS (as defined below) that I have or may in the future have against STARS, its directors, officers, employees, agents, volunteers, members, successors, assigns, all those acting with its authority or permission and any other person associated with the Event (such parties collectively referred to as the "STARS Organization") resulting from or in any related to the Event;
- 2.2** I RELEASE AND DISCHARGE THE STARS ORGANIZATION from any and all liability for any loss, damage, expense or injury including death, direct or indirect, to my person and/or to my property or that of my next of kin, resulting from my participation in the Event, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the STARS Organization and including the failure on the part of the STARS Organization to safeguard or protect me from the risks, dangers and hazards of the Event (collectively, "Claims");
- 2.3** I AGREE NOT TO MAKE CLAIM OR TAKE PROCEEDINGS with respect to the Event against any other person, corporation or entity of any kind which might claim contribution or indemnity from the STARS Organization under the provisions of any statute or otherwise;
- 2.4** I HOLD HARMLESS AND INDEMNIFY THE STARS ORGANIZATION from any and all liability for any property damage or personal injury to any third party resulting from my participation in any of the Event and against any and all claims, losses, liability, damages and expenses, including bodily injury, death and/or damage to any property, which may be sustained by any person by the act or failure to act on my part which arises in the course of or is incidental to any of the Event and, without restricting the generality of the foregoing, whether or not such loss, damage or injury is caused by my negligence;
- 2.5** THIS RELEASE OF CLAIMS AND INDEMNITY shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 2.6** THIS RELEASE OF CLAIMS AND INDEMNITY, and any rights, duties and obligations as between the parties hereto, shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction;

2.7 ANY LITIGATION involving the parties to this Release of Claims and Indemnity shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta;

3. CONSENT TO PUBLICATION OF PHOTO/DIGITAL IMAGE, NAME AND INTERVIEW INFORMATION

3.1 I GRANT TO STARS MY PERMISSION to collect, use, re-use, disclose, publish, re-publish, print or otherwise reproduce my photograph or digital image, including any photographic portraits, pictures, images of me, or in which I may be included, name, information disclosed during an interview or at the Event and/or other personal information (my "Representation"), in any and all media including website and anywhere in the world, without further payment or notice to me, for the purpose of promotions, internal and external recognition, education and community outreach, except: _____
_____ (Please indicate any exceptions to your consent in the space above);

3.2 I GRANT TO STARS THE IRREVOCABLE AND UNRESTRICTED RIGHT to copyright in their own name, or otherwise, works consisting of, or incorporating, my Representation and I hereby waive any moral rights I may have associated therewith. I acknowledge that I have no rights in or to such works, including any negatives, photographs and images. I also consent to (i) any modification, alteration, distortion, blurring or optical illusion of my Representation, (ii) any use of my Representation in composite form or in conjunction with any other matter or material, and (iii) where I have participated in an interview, STARS confirming the particulars of any matters disclosed by me during such interview, including, confirming the nature and scope of any medical assistance or treatments received;

3.3 I UNDERSTAND that my Representation may be released to the public, including media organizations or other third parties and I acknowledge that STARS and the STARS Organization cannot be held responsible for the conduct of such third parties in respect of such information;

3.4 I RELEASE AND DISCHARGE STARS from any claim of liability by me, or my heirs and representatives, relating to the collection, use, or disclosure of my Representation described above, whether arising now or in the future; and

3.5 I UNDERSTAND that where my consent is required by law I may withdraw such consent at any time, subject to legal and contractual restrictions and reasonable notice. I undertake to provide 30 days notice of such withdrawal.

In entering into this Release, Indemnity and Consent I am not relying on any oral or written representations, advice or statements made by STARS or the STARS Organization and I am entering into this Release, Indemnity and Consent of my own free will.

I acknowledge that I have read and understood the contents of this Release, Indemnity and Consent, and have been given an opportunity to discuss its implications prior to signing it. I confirm that I am aware that by signing this Release, Indemnity and Consent I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against STARS or the STARS Organization. I acknowledge that STARS and the STARS Organization are relying on this, my release, indemnity and consent.

I confirm that I am 18 years of age or older; or where I am under 18 years of age, the Parent or Guardian's Additional Indemnification has been executed in addition to this Event Release of Claims, Indemnity and Consent.

IN WITNESS WHEREOF I have set my hand this ____ day of _____, 20__.

SIGNED IN THE PRESENCE OF

Name

Name of Witness (print)

Signature

Signature of Witness

**PARENT OR GUARDIAN'S
ADDITIONAL INDEMNIFICATION**

In consideration of _____ (print minor's name) ("Minor") being permitted to attend the Event, I agree, on behalf of Minor, to the foregoing Event Release of Claims, Indemnity and Consent. I further agree to indemnify and hold harmless STARS from any and all Claims which are brought by, or on behalf of Minor, and which in any way are connected with such attendance by Minor.

I agree and understand that I am expected to assist STARS staff and volunteers with Minor's strict adherence to all safety regulations and any directions given by STARS and the STARS Organization.

Date

SIGNED IN THE PRESENCE OF

Name of Parent or Guardian (print)

Name of Witness (print)

Signature of Parent or Guardian

Signature of Witness