

REGISTRATION FORM

The 3rd Annual Final Push



COMPLETE EVENT INFO: WWW.PUSHFORTHECURE.COM

You are registering to become a part of the 3-day, 153 km skateboarding event, riding from Hope, BC into Stanley Park, Vancouver, BC this Thanksgiving long weekend (Oct 11-13). We're doing this: A. to have fun and B. to raise funds and awareness for the Canadian Breast Cancer Foundation. Participants are being challenged to raise \$500+ each for this important cause.

You will be fed from lunchtime on the 6th to lunchtime on the 8th and are required to bring your own camping gear and a change of clothes. We will transport them.

REGISTRATION INFORMATION:

NAME:	
ADDRESS:	
EMAIL:	
PHONE:	

EMERGENCY CONTACT:

NAME:	
PHONE:	
RELATIONSHIP:	

DO YOU HAVE ANY SPECIAL CONDITIONS WE SHOULD BE AWARE OF?

PUSH FOR THE CURE
RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (the "Agreement") dated this ____ day of October 2008, is by and among _____ (the "Participant") and PUS FOR THE CURE (the "Organizer").

IN CONSIDERATION of the acceptance of funds raised by my participation in the **Final Push** (the "Event"), I, intending to be legally bound, hereby agree as follows:

1. **Definition of Event.** In this Agreement, the Event shall be defined to include without limitation all of the following activities associated with, occurring in connection with or incidental to the Event: Roadway skateboarding from Hope to Vancouver, British Columbia.

2. **Release.** I, for myself and all of my heirs, executors, administrators, personal representatives, successors and assigns (hereinafter collectively referred to as the "RELEASORS") HEREBY WAIVE, RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE THE BENJAMIN JORDAN and all of its past, present and future representatives, parent companies, subsidiaries, divisions, affiliates, controlling persons, suppliers, distributors, contractors, agents, officials, assigns, servants, professional advisors and insurers, and all of their officers, directors, employees, shareholders, predecessors, successors in interest, assigns, heirs, executors, administrators or personal representatives, as may be applicable (all hereinafter collectively referred to as the "RELEASEES"), from any and all causes of action, actions, suits, claims and demands for damages, liability, indemnity, expenses, interest, fees and costs, including legal fees and disbursements, whether at law or in equity or under any statute, in respect of death, injury, loss or damage of every nature and kind to my person or property however caused, whether anticipated or unanticipated, resulting from, arising out of or connected directly or indirectly with my participation in the Event, whether as a spectator, participant, competitor or otherwise, whether such death, injury, loss or damage occurs prior to, during or subsequent to the Event, and notwithstanding that any such death, injury, loss or damage may have been caused by, contributed to or occasioned by the negligence of any of the RELEASEES.

3. **Indemnity.** I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES from and against any and all liabilities, losses, damages, interest, costs and expenses incurred by me and/or the other RELEASORS arising out of, as a result of or in any way connected with my attendance at and/or participation in the Event, regardless of whether such liability, losses, damages or costs were caused by, contributed to or occasioned by the negligence of any of the RELEASEES or otherwise.

4. **Action against Releasees.** I FURTHER AGREE NOT TO MAKE ANY CLAIM, take any proceeding or commence or maintain any action in connection with the matters which are released and discharged above, against any other person or corporation who might assert a claim over against any of the RELEASEES, or who might claim contribution or indemnity from the RELEASEES.

5. **Breach of Agreement.** Should I breach any one or more of the terms and conditions of this Agreement, the RELEASEES shall be entitled, at their option, to take such action as they deem necessary, including but not limited to injunctive proceedings against the RELEASORS, and shall further be entitled to recover their damages and legal fees.

6. **Risks and Dangers Associated with the Event.** I am fully aware of and acknowledge that by my participation in the Event I WILL UNDERTAKE INHERENTLY DANGEROUS ACTIVITIES AND WILL EXPOSE MYSELF AND MY PROPERTY TO UNUSUAL RISKS AND HAZARDS which include, but are not limited to: mountain terrain, inclement weather, illness, absence of medical treatment facilities in close proximity to site of the Event, collision with a motorized vehicle and injuries resulting from an accident or occurrence related to the sport of skateboarding.

7. **Voluntary Assumption of Risk.** I CONSENT TO, AGREE TO ACCEPT AND ASSUME FULL RESPONSIBILITY for any and all risks of bodily injury, death or property damage arising out of or related to the Event, whether caused by, contributed to or occasioned by the negligence of the RELEASEES or otherwise. I agree that at all times prior to, during or subsequent to the Event, I shall be solely responsible for the safety of my person and my property.

8. **Warranty of Physical Condition.** I WARRANT that I am physically fit and in the proper physical condition to participate in the Event.

9. **Use of Image.** I hereby give full permission for any of the RELEASEES to use my name, photograph, electronic image and/or video image to recognize my participation in and promote the Event in any broadcast, telecast and/or written account of the Event.

10. **Careful Review and Understanding of Agreement.** I REPRESENT AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and fully understand its terms and conditions without reservation. In particular, I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, final and unconditional release of all liability to the greatest extent allowed by law. I acknowledge that I have had ample opportunity to consult with legal counsel of my choice with respect to the subject matter of this Agreement.

11. **Severability.** If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, provincial or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

12. **Governing Law.** This Agreement shall be governed and construed by the laws of the Provinces of Nova Scotia, Prince Edward Island, New Brunswick, Quebec, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia. I agree that the Courts of the Provinces of Nova Scotia, Prince Edward Island, New Brunswick, Quebec, Ontario, Manitoba, Saskatchewan, Alberta and British Columbia shall have exclusive jurisdiction to entertain any action or other proceeding based on or arising from this Agreement.

13. **Entire Agreement and Binding Effect.** I acknowledge and agree that no representations or promises have been made to or relied upon by me or by any person acting for or on my behalf in connection with the subject matter of this Agreement which is not specifically set forth herein. All representations and promises made by any party to another, whether in writing or orally, are understood by the parties to be merged in this Agreement. This Agreement shall further be binding upon and shall inure to the benefit of the parties, their respective heirs, beneficiaries, personal representatives, successors, and assigns.

14. **Over Eighteen Years of Age.** I confirm that on the date of signing this Agreement, I am the full age of nineteen years.

PLEASE SIGN & COMPLETE:

I, _____ agree with the above RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

DATED:

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SIGNATURE:

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GUARDIAN:
(if younger than 18)

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FOR INTERNAL USE:

APPROVED BY:

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DATE:

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FEE PAID:

--

RAISED:

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