

In consideration of being permitted to participate in the gardening workshop(s) (the **"Workshop"**) organized and hosted by the Metro Vancouver Housing Corporation (**"MVHC"**) and to use certain lands and premises owned by or under the control of MVHC (the **"Premises"**) and other good and valuable consideration, the undersigned (the **"Participant"**) agrees as follows:

1. The Participant freely and voluntarily accepts and fully assumes all risks, dangers, and hazards, and the possibility of physical or emotional injury, death or economic loss that the Participant may suffer, resulting from or related to the Participant's use of or presence at or on the Premises or the Participant's participation in the Workshop, including all risks, losses, injuries or death arising from the negligence of others, including the negligence of MVHC, the Metro Vancouver Regional District, the Greater Vancouver Water District, and the Greater Vancouver Sewerage and Drainage District, and their respective directors, officers, servants, employees, contractors, and agents (collectively, the **"Releasees"**).
2. The Participant agrees to WAIVE ANY AND ALL CLAIMS that the Participant has or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or physical or emotional injury, including death, that the Participant may suffer, or that the Participant's next of kin may suffer, resulting from or related to the Participant's use of or presence at or on the Premises or the Participant's participation in the Workshop, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996 C. 337, ON THE PART OF THE RELEASEES, AND INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WORKSHOP.
3. The Participant agrees to HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any damage to property of or personal injury to any third party resulting from or related to the Participant's use of or presence at or on the Premises or the Participant's participation in the Workshop.
4. This RELEASE, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT (the **"Agreement"**) will be effective and binding on the Participant's heirs, next of kin, executors, administrators, assigns and representatives in the event of the Participant's death or incapacity.
5. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia. Any dispute or other matters arising in connection with this Agreement or the Workshop will be dealt with in the courts of the Province of British Columbia.
6. The Participant confirms that the Participant is 19 years of age or older.

7. THE PARTICIPANT CONFIRMS THAT THE PARTICIPANT HAS READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND THAT BY SIGNING THIS AGREEMENT THE PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS WHICH THE PARTICIPANT OR THE PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES, INCLUDING THE RIGHT TO SUE OR TO RECEIVE ANY COMPENSATION FROM ANY OF THE RELEASEES.