

Waiver of Liability - ValhallaFest Event

ATTENTION

BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVERY, CLAIM FOR INDEMNITY, OR SEEK ANY LEGAL ACTION.

PLEASE READ CAREFULLY.

In consideration of payment and/or participating in the 2024 ValhallaFest Event organized by Pedersen-Gruppen Enterprises, Inc. and its officers, directors, employees, agents, representatives, volunteers, contractors, and/or affiliates (collectively, "PGE") at 13667 Hwy 16 West, Terrace, BC, on June 28rd, 29th, and 30th 2024 ("ValhallaFest Event"), I, for myself, my personal representatives, assigns, heirs and next of kin:

I ACKNOWLEDGE AND AGREE that I am in good health and in physical condition fit to participate in the ValhallaFest Event.

I ACKNOWLEDGE AND AGREE that I have willingly assumed all risks in relation to this event, the premises, PGE and their affiliates.

I AFFIRM that;

- I have not been advised by any medical professional that I am unfit in any way to participate in the ValhallaFest Event.
- If at any time I believe that my condition, or some external condition to be unsafe I will immediately discontinue further participation in such action or in the ValhallaFest.
- I have not misrepresented my state of health, or competency, and I am of sound state of mind.
- While participating in the ValhallaFest Event, I will conduct myself, actions, and intentions in a manner that will not put any other person(s), property, or event at risk, or danger and in doing so will forfeit my right to defence, and will agree to indemnify PGE for any liability therein for any action, judgment, or damages related thereto.
- PGE and the ValhallaFest Event has and will conform and comply with all the terms and conditions set forth in the OCCUPIERS LIABILITY ACT as they apply to this event.

Misrepresentation, material change in health, capacity, or competency shall not be considered grounds for changing, altering, minimalizing, or invalidating any portion of this release.

PGE and/or the sponsor(s) of the ValhallaFest Event ("Sponsor"), may use my name, image, recording, and likeness for any and all promotional purposes without further compensation or permission.

The decisions of PGE and the Sponsor are final with respect to all aspects of the ValhallaFest Event, including but not limited to, eligibility of participants, rules of the ValhallaFest Event, and the awarding of prize(s), if any.

I FULLY UNDERSTAND that the ValhallaFest Event may involve risks and dangers including, but not limited to; injury, ailment, disability, paralysis, incapacitation, and death ("risks"); these risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the ValhallaFest Event, the condition in which the ValhallaFest Event takes place, or the negligence of the Releasees named below; there may be other risks and social and economic losses; and I fully accept and assume all such risks and responsibility for losses, costs, and damages which I incur as a result of my participation in the ValhallaFest Event.

Such risks may include but are not limited to such things as (a) the actions, inactions, or negligence of the organizers of PGE, and/or participants in the Event; (b) conditions of the premises or equipment used; (c) rules and regulations regarding the activities; (d) temperature; (e) weather; (f) condition of participants; (g) the use by participants and by PGE of fire, pyrotechnics, flame effects, explosions, and other similar activities; (h) vehicular traffic; (i) unsupervised river, water bodies, streams, or tributaries; and (j) mountain and forest environment meaning but not limited to; uneven or slippery ground, falling branches or trees, branches or roots protruding from the ground, holes in the ground, and other inherent risks therein. (k) dehydration or deteriorating health.

I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time, and fully release PGE from any and all liability for such events.

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I ACKNOWLEDGE AND ACCEPT ALL RISKS INHERENT IN ALL ACTIVITIES I PARTICIPATE IN WHILE AT THE VALHALLAFEST EVENT

I HEREBY RELEASE, discharge, covenant not to sue, and agree to indemnify, save and hold harmless PGE, other participants, any sponsors or advertisers, and their respective administrators, directors, agents, owners, officers, volunteers or employees (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releasees or otherwise, including but not limited to; negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any and all of them may incur as the result of such claim and its defense.

I ACKNOWLEDGE, agree and represent that I am of lawful age and of legal competence to sign this Release and Waiver of Liability and Agreement to Participate.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS.

I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS FORM.

I AM SIGNING THIS RELEASE FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

I, THE UNDERSIGNED, INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THE AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPATION IN THE EVENT SHALL CONSTITUTE IMPLIED CONSENT IN LIEU OF A SIGNED WAIVER

IN WITNESS WHEREOF By my hand I have set on the date set out below.

Signature (Witness)

Participant Signature (if over 18)

Print Name

Print Name, Date of Birth (DD-MM-YYYY)

Date

Date

*The personal information being collected will be used for the registration of the participant in the ValhallaFest Event. The personal information that you provide will be used and disclosed only for the purpose(s) for which it is collected, unless you consent, or we are authorized to do so under *The Freedom of Information and Protection of Privacy Act* (FIPPA).

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Child's Name

Child's Age

PARENT OR GUARDIAN (required where Participant is under the age of 18):

I am the minor's parent and/or legal guardian and understand the nature of the ValhallaFest Event, and the minor's experience and capabilities, and believe the minor to be qualified, in good health and in proper physical condition to participate in the ValhallaFest Event. I hereby release, discharge, covenant not to sue and agree to indemnify, save and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, the minor, or anyone on the minor's behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any and all of them may incur as the result of any such claim.

Signature (Witness)

Parent/Guardian Signature

Print Name

Print Name, Relationship to Minor

Date

Date

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