

**RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK;  
COVENANT NOT TO SUE  
CAUTION: DO NOT SIGN WITHOUT READING**

To enable the Port Moody Rock and Gem Club (PMRC) to continue to offer activities and encourage the members' participation, a certain level of protection is needed.

In consideration of permission to work in the lapidary shop that is in the Kyle Centre, for myself and my heirs, successors and assigns hereby agree and acknowledge, each numbered paragraph to indicate:

1. I have voluntarily applied for permission to work in the PMRC lapidary shop.
2. I acknowledge that for my own protection I should consult my physician before beginning to work in the lapidary shop.
3. I declare that I am fully aware that the premises used for the lapidary shop may be inherently dangerous for that purpose, or related uses, and that as a result of working in the lapidary shop, I could be injured, or die.
4. With full knowledge of these dangers, I nevertheless wish to work in the aforesaid lapidary shop.
5. I hereby assume all risk of bodily injury, death or property damage due to the active or passive negligence of PMRC, its agents, its volunteers or its employees, for claims based upon strict or vicarious liability arising from permission to work in the aforesaid lapidary shop.
6. In exchange for and in consideration of being permitted to work in the aforesaid lapidary shop, I hereby release, waive, and discharge PMRC, its agents, volunteers, and/or its employees, from any and all liability to me and/or my family, heirs, and assigns, as a result of any injury or death arising from working in the lapidary shop, even if the said injury was caused by the passive or active negligence of PMRC. For myself, and my heirs, successors and assigns, I also covenant not to sue the said persons or entities for any claim arising from such injury or death.
7. If any portion of this agreement is adjudicated unenforceable, said portion shall be severed and the remaining portion shall remain in full force and effect.
8. I acknowledge that I have been offered an opportunity to have this agreement reviewed by my attorney and I have satisfied myself that I understand the agreement and wish to execute it. I acknowledge that if any action is brought in which this agreement is offered as a defense, or for the purpose of interpreting this agreement and declaring rights and obligations there under, that the prevailing party shall be entitled to reasonable attorney fees and costs.
9. I have read and understood this agreement. I agree that no oral representations, statements, or inducements apart from the foregoing have been made to persuade me to sign this agreement.

10. I understand that by signing below, I release and hold harmless PMRC, its employees, volunteers and agents from any liability or claim for damages if I am injured as a result of working in the lapidary shop.

11. I hereby acknowledge that the PMRC shall not be responsible to insure any claim or loss of my personal belongings, or to be responsible for any damages, claims, or liabilities, and hereby acknowledge that I have been advised to obtain insurance to cover such activities and agree to indemnify and defend PMRC and hold PMRC harmless for any claims, damages, liabilities or causes of actions, whether known or unknown, in connection with the lapidary shop.

Port Moody Rock and Gem Club

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Member Signature

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Date

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Member Printed Name

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Phone

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Supervisor Signature

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Date

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Supervisor Printed Name