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| **Timber Collection Permit** | **Parks and Recreation**  88 Kipling Street SE  Medicine Hat, AB T1A 1Y3  403.529.8333  [parks@medicinehat.ca](mailto:parks@medicinehat.ca)  [www.medicinehat.ca](http://www.medicinehat.ca) |

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS**

In consideration of City of Medicine Hat (the "**City**") permitting the individual named below ("**I**" or "**me**") to collect timber from City-owned lands in accordance with a City-issued Timber Collection Permit (the “**Activities**”), I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

**ASSUMPTION OF RISKS**

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE WHICH INJURIES OR DAMAGES MAY BE SUFFERED BY MYSELF AND/OR OTHER PERSONS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the City, its elected officials, directors, officers, employees, agents and representatives (collectively, "**Releasees**"), on account of any injury, death, or property damage arising out of or attributable to the Activities, due to any cause whatsoever, including without limitation the negligence of the City or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, and forever release and discharge the City and all other Releasees from liability under such claims.

This Agreement, together with the Timber Collection Permit, constitutes the entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and shall inure to the benefit of me and my heirs and next-of-kin.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE CITY AND THE RELEASEES OR CLAIM COMPENSATION.**

TIMBER COLLECTION PERMIT HOLDER:

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_