

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

**STEAM ASSOCIATION OF MANITOBA INC.  
STUDENT/PARTICIPANT RELEASE AND INDEMNITY  
AGREEMENT**

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Printed Name of Student/Participant

(Page 3 is required if student is under the age of 18)

Course/Activity: Steam Association of Manitoba Steam School 2023

Destination (if travel required): Manitoba Agricultural Museum

Dates of participation: August 11, 12 and 13, 2022

For and in consideration of being permitted to participate in the Course/Activity above (including related travel, if any), I THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE THE STEAM ASSOCIATION OF MANITOBA (SAM) and the MANITOBA AGRICULTURAL MUSEUM (MAM)., their directors, officers, quality control manager, and all instructors, sponsors, agents, members, employees, trustees and affiliates thereof, of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person or my death or any one or more of the foregoing, arising directly or indirectly out of my participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of SAM or MAM. I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SAM AND MAM for, from and against any and all liabilities, damages, claims, lawsuits, costs (excluding court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of my property or the property of another, any injury to me or my death, or the injury to or death of any other person or any one or more of the foregoing, arising out of my participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of SAM or MAM. By execution below I hereby acknowledge that I recognize and assume all the risks associated with the Course/Activity. I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE COURSE/ACTIVITY, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT. I understand that SAM and MAM do not provide such coverage and that no insurance coverage may exist through SAM or MAM to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the Course/Activity.

The terms of this Release and Indemnity Agreement are to be governed by and construed under the laws of the Province of MANITOBA and venue with respect to any dispute arising between SAM and MAM and any other party that involves the Release and Indemnity Agreement or my participation in the Course/Activity shall be exclusively in Manitoba. Each provision of this Release and Indemnity Agreement is severable and if

one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals, and that such terms are binding upon me, my heirs, personal representatives and assigns. In making this Release and Indemnity Agreement, I have not relied upon any statement or representation pertaining to this matter made by SAM or MAM or any other person or entity which is hereby released.

I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, AND THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Signature of Student/Participant

If the Student/Participant is not eighteen (18) years of age or older, the signature of Student/Participant's parent or legal guardian is required. The following form is to be completed by the parent or legal guardian.

As parent or legal guardian of the above-mentioned Student/Participant, I agree to and approve the terms of this Release and Indemnity Agreement and consent to the Student/Participant's participation in the Course/Activity and warrant that I have full authority to do so on behalf of myself, the Student/Participant and the Student/Participant's heirs, personal representatives and assigns. I understand and assume the risks of the Student/Participant's participation in the Course/Activity.

I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE STEAM ASSOCIATION OF MANITOBA INC. (SAM), the MANITOBA AGRICULTURAL MUSEUM (MAM) and all instructors, sponsors, agents, employees, officers, trustees and affiliates of SAM and MAM of and from any and all liability to me, my personal representatives, assign, heirs and next of kin, from any and all claims, demands, controversies, actions or causes of action, belonging to me or Student/Participant now or in the future for any damage to or loss of Student/Participant's property, and any injury to Student/Participant's person or Student/Participant's death or any one or more of the foregoing, arising directly or indirectly out of Student/Participant/s participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of SAM or MAM.

I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAM and MAM for, from and against any and all liabilities, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of Student/Participant's property or the property of another, any injury to Student/Participant or any other person, any injury resulting in Student/participant's death or the death of another or any one or more of the forgoing, arising out of Student/Participant's participation for any purpose in the Course/Activity, but excluding any gross negligence or willful misconduct of SAM or MAM.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Signature of Parent or Legal Guardian

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Printed Name of Parent or Legal Guardian