

PORT ALBERNI PORT AUTHORITY
2750 Harbour Road
Port Alberni, BC V9Y 7X2
Tel. (250) 723-5312



ADMINISTRATION PORTUAIRE DE PORT ALBERNI
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Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I _____ enter into this Waiver of Liability Agreement with Port Alberni Port Authority for the privilege to host or participate in culinary workshops or activities at The Dock+, located at 3140 Harbour Road, Port Alberni, BC, V9Y 4B9.

1. Waiver and release of all claims (including negligence) in consideration for use of the facility, I waive and release the Port Alberni Port Authority and His Majesty the King in Right of Canada, together with their respective agents, servants, employees, contractors, insurers, successors, and assigns (*herein collectively referred to as "PAPA"*) all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. This waiver and release is intended to and does release PAPA from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and PAPA, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release PAPA from any liability resulting from their intentional conduct.
2. I understand that PAPA is not responsible for any lost or stolen valuables or property from within the facility.
3. While participating in or hosting the workshop and while on the premises, I agree to conduct myself in a responsible manner and refrain from engaging in inappropriate conduct, including the use of loud, foul, or slanderous language, or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility.
4. I covenant and agree not to institute any claims or legal action against PAPA for any claim released by this Agreement. I further agree that should any claim be made against PAPA in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend, and completely indemnify (reimburse) PAPA for any such claim and related expenses, including attorney's fees and costs incurred by PAPA in defending themselves or securing indemnity hereunder.
5. I recognize that The Dock+ culinary workshop facility is not supervised at all times, and I participate in or host the workshop and use the facility (including premises, tools, appliances, and cooking equipment) entirely at my own risk. I acknowledge the inherent risks associated with culinary activities, including but not limited to burns, cuts, slips, allergic reactions, and food-handling hazards.

I have read this Agreement and understand that by signing it, I consent to be bound by its terms, including the waiver and release of any legal right I may have to sue PAPA, and agree to indemnify them for any costs they incur because a claim or legal action is brought in violation of this Agreement. I understand that any violation of the Agreement, as determined by PAPA, may void or terminate my ability to use The Dock+ facility or participate in workshops.

Are you HOSTING the event? YES _____ NO _____

1. I accept the responsibility of behalf of our group/organization and realize that I will be responsible for any damage or caretaking costs arising from misuse of the facilities or equipment.

If Hosting, please initial here: _____

Printed Name: _____

Signature: _____

Date: _____