



## **MEDIA**

### **ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY**

#### **Farmfair International/Heritage Ranch Rodeo 2018**

**By signing this legal document you:**

- **Indicate that you understand the risks associated with accepting Media Accreditation Passes on behalf of your organization, and allowing representatives of your organization attend the grounds and other areas at Northlands during Farmfair International/Heritage Ranch Rodeo;**
- **Give up certain rights including the right to sue Edmonton Northlands and the City of Edmonton;**
- **Agree to assume financial responsibility for any injury or damage to a representative of your organization, your organization's personal property or that of your representatives, of other individuals or property resulting from your organization's attendance at Farmfair International/ Heritage Ranch Rodeo 2018;**
- **Indicate that you understand and agree to all terms and conditions included in this form, and have the authority to bind your organization.**

IN CONSIDERATION of granting \_\_\_\_\_ (the "Media Organization") access to the Edmonton Northlands ("Northlands") Fairgrounds between November 7-11, 2018, inclusive, for the purpose of media coverage, I the undersigned warrant, acknowledge, understand and agree that:

1. I have the authority to act on behalf of the Media Organization, and to bind the Media Organization to the terms and conditions of this form.
2. The Media Organization has voluntarily requested access to Farmfair International/Heritage Ranch Rodeo 2018 which may include but is not limited to the Farmfair International/Heritage Ranch Rodeo Fairgrounds, Edmonton EXPO Centre and any backstage production areas (collectively the "Fairgrounds"). The Media Organization understands that attendance at the Fairgrounds involves elements of risk, and that injury, loss or damage (including death) can occur to the Media Organization or the Media Representatives (as defined below) as a result of this request. The Media Organization confirms that it has the sole and exclusive responsibility for informing the Media Representatives of the terms and conditions of this form.
3. The Media Organization understands and agrees that all applicable rules and directions by Northlands must be followed, and that at all times the sole responsibility for the personal safety of the Media Representatives rests with the Media Organization.
4. The Media Organization acknowledges, agrees and represents that the Media Representatives have, or will immediately upon entering any areas, and will continuously thereafter, inspect any areas which they enter and further agree and warrant that, if at any time, they are in or about the Fairgrounds, and particularly restricted areas, and believe anything to be unsafe or not reasonably suited for the purpose of its use, they will immediately advise Northlands officials of such and will forthwith leave such area.
5. The Media Organization and the Media Representatives will respect and follow all the Conditions of Media Access and Accreditation attached as Schedule "A" and any other instructions of Northlands as it may issue from time to time. Schedule "A" forms part of this form.
6. The Media Organization and the Media Representatives will not endanger the life, health or safety of any person.

THE MEDIA ORGANIZATION UNDERSTANDS AND AGREES, on behalf of itself, its personal representatives, directors, officers, agents, employees, contractors and volunteers, and other related and accompanying persons (collectively the "Media Representatives"), and their respective heirs and next of kin as follows:

1. The Media Organization acknowledges, understands and agrees that injury, loss or damage (including death) can occur without any fault of the Media Organization or the Media Representatives, Northlands, or the City of Edmonton. The Media Organization freely accepts and assumes all risks associated with the Media Representatives' attendance at the Fairgrounds, and acknowledges that aspects of Farmfair International/ Heritage Ranch Rodeo 2018 are operated or supervised by untrained employees, volunteers or agents of Northlands.



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- 2. The Media Organization hereby releases and discharges, and agrees to indemnify and save harmless, Northlands and the City of Edmonton, and their respective , Board, Board members, Council and Council members, directors, officers, servants, employees, agents, volunteers and insurers, and their respective heirs, executors, administrators, successors and assigns of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, contracts, grievances, judicial review, damages, costs, expenses, claims and demands whatsoever at law or in equity or under any statute which the Media Organization or the Media Representatives, or their respective heirs, executors, administrators, personal representatives, agents, successors and assigns, hereafter can, shall, or may have by reason of any matters, causes or things whatsoever arising out of the attendance of the Media Organization and the Media Representatives, or any of them, at the Fairgrounds during Farmfair International/Heritage Ranch Rodeo 2018.
  
- 3. The Media Organization acknowledges that:
  - (a) In executing this Assumption of Risk, Release and Waiver of Liability form it has not been influenced or coerced to any extent whatsoever by any representations, statements or conduct of any description on the part of Northlands, the City of Edmonton or anyone on their behalf;
  - (b) Has carefully read this Release and fully understands the terms and conditions of this Assumption of Risk, Release and Waiver of Liability form, and voluntarily accepts the same; and
  - (c) Has had the opportunity to seek independent legal advice and other professional advice prior to executing this Assumption of Risk, Release and Waiver of Liability form and has either:
    - (i) obtained such independent legal or other professional advice; or
    - (ii) waived the right to obtain such independent legal or professional advice.

**THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY CONSTITUTES** the entire agreement between Northlands and the Media Organization respecting the matters set forth herein, and there are no oral statements, representations, warranties, undertakings or collateral agreements between Northlands and the Media Organization modifying or affecting the terms hereof.

**THE TERMS** of this Release are contractual and not mere recitals.

**IN WITNESS WHEREOF** the Media Organization has duly executed this Release under the hand of its duly authorized agent this \_\_\_\_ day of \_\_\_\_\_, 2018, in the City of Edmonton, in the Province of Alberta.

\_\_\_\_\_  
Media Signature

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Witness' Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Media Organization



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**SCHEDULE "A"**  
**CONDITIONS OF MEDIA ACCESS AND ACCREDITATION**

The Media Organization must satisfy and comply with the following terms and conditions required by Northlands in order to receive accreditation:

- Sign and return to Northlands the attached **Assumption of Risk, Release and Waiver of Liability Form**, and comply with the same;
- Complete and return to Northlands a **Media Accreditation Form**;
- The deadline for the submission of all media accreditation forms is \_\_\_\_\_, 2018;
- Northlands reserves the right at any time to revoke any media accreditation pass without notice;
- Access with a media accreditation pass is limited to only the approved pass holder;
- The media accreditation pass is non-transferrable;
- The media accreditation pass must be worn by the pass holder at all times while on the grounds.