

**RELEASE AND WAIVER OF LIABILITY
FOR 9-11 MEMORIAL STAIR CLIMB**

I, _____, (print first and last name)

acknowledge that the Lethbridge Center Tower, IAFF Local 237 and the 9-11 Memorial Stair Climb organizers are permitting me the opportunity to participate in activities, events, or affairs of or sponsored by the Memorial Stairclimb organizers and Local 237. I further acknowledge that Binyan Realty, LP and CBRE, Inc. are permitting me the use of their building and premises for this event.

In exchange, I KNOWINGLY AND VOLUNTARILY WAIVE AND RELEASE ANY AND ALL CLAIMS THAT I MAY HAVE OR MAY IN THE FUTURE AGAINST THE IAFF LOCAL 237, 9-11 MEMORIAL STAIR CLIMB ORGANIZERS AND BINYAN REALTY, LP, CBRE, INC., [“Released Parties”] AND ANY MEMBERS OF THE IAFF LOCAL 237, 9-11 MEMORIAL STAIR CLIMB ORGANIZERS AND AND ANY OFFICERS, DIRECTORS, EXECUTIVES, SUBSIDIARIES, AFFILIATES, OPERATORS, EMPLOYEES, AGENTS, VOLUNTEERS OR REPRESENTATIVES OF ANY OF THE RELEASED PARTIES INVOLVED OR PARTICIPATING IN ANY WAY IN THE 9-11 MEMORIAL STAIR CLIMB.

This waiver and release applies to any lawsuits, claims, demands, or disputes in any way connected to, related to, accruing from and/or arising out of my participation in the 9-11 Memorial Stair Climb or concerning any property owned or the condition of any property whether used, operated or controlled by the released parties. Such claims includes, but are not limited to: claims for negligence, gross negligence, injury, death, accident, bodily injury, physical contact and/or fear of bodily injury; mental and emotional injuries or distress; intentional infliction of emotional distress; damage from any bodily injury, loss of or damage to any property; claims under any provincial or federal statute; claims under any common law doctrine of liability; claims related to any violation of any common law or constitutional provision; and claims involving any federal, provincial, county, municipal or other governmental statutes; ordinance, regulation or public policy.

THIS RELEASE IS INTENDED TO BE GLOBAL IN NATURE AND IS UNDERSTOOD TO COVER ALL CLAIMS OR CAUSES OF ACTION.

I acknowledge that participation in this event involves strenuous physical effort and significant risk of injury or death from such activity. I expressly accept and assume all risks of participation in such activity.

I further acknowledge and agree that I have carefully read and considered this release and waiver and that I have knowingly and voluntarily executed it. I voluntarily obligate myself, my representatives and my estate to the terms of this release and waiver free from any duress, coercion, threat, or intimidation. My agreement to the above described release and waiver is verified by my signature herein which confirms my intention to waive and release the released parties of any liability as my own free and voluntary act.

Name (signature)

Name (printed)

Date: _____