



WAIVER, RELEASE AND INDEMNIFICATION

BETWEEN:

BOARD OF TRUSTEES OF THE PEMBINA HILLS REGIONAL DIVISION NO. 7

(“PHRD No. 7”)

OF THE FIRST PART

- and -

 (“_____”)

OF THE SECOND PART

WHEREAS:

- A. “_____” requires a structure to be built.
- B. “_____” has requested the services of the students of the _____ School Construction Technologies Site Work Course (“Construction Course”) to construct the structure.
- C. “_____” will provide the materials and the design for the structure and is responsible for the adequacy of the materials and design of the structure.
- D. “_____” will accept the structure on an as is, where is basis.



NOW THEREFORE in consideration of the work provided by the students of the Construction Course to build the Structure, and other good and valuable consideration, the receipt of which is hereby acknowledged, “_____” does hereby covenant and agree as follows:

1. The terms of the preamble are accurate and agreed to by “_____”, and are incorporated into the body of this Agreement
2. “_____” is an _____, duly and validly existing under the laws of the Province of Alberta, and will remain duly and validly existing under the laws of the Province of Alberta for the purposes of this Waiver, Release and Indemnification.
3. “_____” hereby waives any claim the “_____” may have against, and releases PHRD No. 7, its agents, representatives, directors, officers, shareholders and employees, including any of the students involved in the construction of the Facility (collectively referred to herein as the “Released Parties”) from any claims, actions, demands, proceedings, costs, expenses or damages howsoever arising from or related to any injuries whether personal or otherwise, or the consequence or result of any injuries, or property damage, howsoever caused, related to or arising from any work done by the Released Parties in the construction of the Facility notwithstanding the same may have been caused by or contributed to by the negligence of the Released Parties. This includes, but is not limited to, claims arising from failure to comply with the requirements under the *Safety Codes Act, R.S.A-2000, C.S-1* and regulations, including the Alberta Building Code or any claims relating to the constructability of the Facility.
4. “_____” further agrees to save harmless and indemnify the Released Parties against all claims, actions, demands, proceedings, costs (including legal costs on a solicitor and his own client basis), expenses and damages in respect of death, injury, loss or damage to person or property, howsoever caused, arising out of or connected in any way to the construction of the Facility including any attendance on jobsites or work places for inspection or other purposes.



5. In providing this waiver, release and indemnification, “_____” hereby acknowledges that there are inherent risks associated with the work being provided by PHRD No. 7, including any site visits or inspections which may be occasioned thereby, and “_____” further agrees that the PHRD No. 7 is not required to insure against any such risks, and that it is the sole responsibility of “_____” to insure itself against any risks associated therewith.

IN WITNESS WHEREOF the PHRD No. 7 and the “_____” have caused this Agreement to be duly executed this ____ day of _____, 2010.

THE BOARD OF TRUSTEES OF THE PEMBINA HILLS REGIONAL DIVISION NO. 7

Per: _____

[Name of Authorized Signatory]

Per: _____

[Name of Authorized Signatory]
