



# PORT ALBERNI PORT AUTHORITY CENTENNIAL PIER SPECIAL USE APPLICATION

Organization's or Group's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Date(s) of Use Requested: \_\_\_\_\_

Time(s) of Use Requested: \_\_\_\_\_

Short Description of Proposed Activity: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application Approved:

Application Declined:

\_\_\_\_\_  
Port Alberni Port Authority  
Representative

\_\_\_\_\_  
Date

**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND  
INDEMNIFICATION OF ALL CLAIMS**

Re: Centennial Pier (the "Pier")

The undersigned hereby acknowledges and agrees that entry onto and use of the Pier could involve risks and hazards arising out of or incidental to:

- a) the nature of the activities of myself and others conducted on the Pier;
- b) the Pier's current state of repair and physical characteristics including height, location and elevations of various portions of the Pier; and
- c) the nature of the commercial and recreational activities occurring in, on, under or around the Pier.

I acknowledge and agree that notwithstanding any act or omission on the part of her Majesty the Queen in Right of Canada, the Port Alberni Port Authority (collectively, the "Port Authority"), or any of its directors, officers, employees, agents, invitees, assigns or representatives (collectively the "Indemnitees"), none of the Indemnitees shall be liable or responsible in any way for any injury, death or other damages to me, my family, heirs, assigns, invitees or any other person for whom I am at law responsible (collectively, the "Subject Users") for any matter or incident that may occur arising out of or incidental to the use or enjoyment of the Pier or the surrounding lands and waters by the Subject Users or any of them.

In consideration of the Port Authority allowing me to enter and use the Pier, I agree to this waiver and release, and HEREBY PERSONALLY ASSUME ALL RISKS OF HARM, INJURY OR DAMAGE which may occur to me or any of the other Subject Users in connection with any of the Subject Users entering upon or using the Pier or carrying on any activities in, on, under or around the Pier.

I, for myself, my heirs, executors, administrators, or anyone else who may claim on my behalf, agree that with respect to any matter arising out of or incidental to the use, entry or occupation of the Pier by me or any of the other Subject Users, I will:

- a) NOT SUE the Indemnitees or any of them;
- b) INDEMNIFY AND HOLD COMPLETELY HARMLESS the Indemnitees from any and all actions, claims, demands, losses, or costs of any nature or liability including without limitation, any claims for personal injury, death, damage to property or third party or loss of any kind, whether arising by the negligence of any of the Indemnities or otherwise.

I agree to reimburse and indemnify the Indemnitees for any damage to person or property caused by me or any of the other Subject Users arising out of or incidental to the use of or activities in, on, under or around the Pier by me or any of the other Subject Users.

I agree that this agreement shall be governed by the laws of the Province of British Columbia, Canada.

I confirm that I am of lawful age and legally competent to sign this agreement and that I have read and understood this agreement prior to signing it. I accept the terms of this agreement and agree that it will be binding on my heirs, next of kin, executors, administrators and successors.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name & Address

\_\_\_\_\_  
Signature (Witness)

\_\_\_\_\_  
Please Print Name & Address

**IMPORTANT: THIS IS A LEGAL DOCUMENT  
BY SIGNING THIS, YOU AGREE TO GIVE UP LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE**