



## **WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT**

By signing this document, you will waive certain legal rights, including the right to sue. You are also agreeing to indemnify the City against lawsuits brought by others.

Please read carefully!

In consideration of transportation granted now or in the future by the City of Winnipeg to me as a passenger being conveyed at no cost on the Greater Winnipeg Water District Railway ("GWWD"), which is owned and operated by the City of Winnipeg, for the purpose of a site investigation for Tender 871-2024 on \_\_\_\_\_ (date), I agree and acknowledge as follows:

1. I acknowledge that I am being transported without charge or consideration by the City of Winnipeg on the GWWD Railway, which is not a railway company, a common carrier or owner of a public utility for the conveyance of persons or goods to or for the public and is under no obligation to convey persons or goods for the public.
2. I agree to comply with the rules set by and the instructions given to me by City of Winnipeg employees or agents during the course of my transportation for the site investigation. Nevertheless, I acknowledge that there are risks and hazards inherent in the very nature of the transportation provided on the GWWD Railway and that as a result of these risks and hazards, as a participant, I may suffer personal injury, even death, as well as property loss. I nevertheless freely and voluntarily assume the aforementioned risks and hazards and accordingly my transportation for the site investigation shall be entirely at my own risk.
3. I waive any claim I may have against the City of Winnipeg, its servants, employees or agents arising from my transportation for the site investigation. I further agree to indemnify and hold harmless the City of Winnipeg, its servants, employees or agents from and against all claims, actions or proceedings arising from loss, injury or, damages by any person arising from my transportation for the site investigation.
4. I agree that this WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT is binding on me, my heirs, successors, my executors, administrators, personal representatives and assigns.
5. I acknowledge and represent that I am 18 years of age and older, I have read this form and fully understand it and sign it freely and voluntarily.

DATED at the City of Winnipeg, in Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Participant  
(please print)

\_\_\_\_\_  
Name of Witness  
(please print)