

WAIVERS & LOCAL GOVERNMENT

What Makes a Waiver Enforceable

- **Clear, plain language** (readable formatting)
- **Identify who is released** (municipality and related parties)
- **Describe the activity and key risks** (activity-specific)
- **States the participant is giving up the right to sue**, and specifies the conduct covered (not just the word “negligence”)
- **Tailored to the program/event** (avoid generic, one-size-fits-all wording)

Waiver Administration Is Critical

Courts closely examine *how* a waiver is presented and agreed to.

Best practices include:

- **Draw attention** to key terms (headings/bold/highlights)
- **Agreement before payment** (no pay-then-waive)
- **Provide in advance** (e.g., online access)
- **List key activity-specific risks** (align with the program)
- **Retain securely** (paper/electronic records)

Electronic Transaction Act

- E-signatures are legally valid in BC
- Online flow must clearly alert participants to waiver terms

Minors

- Minors generally cannot waive their right to sue (even with parent/guardian signature)
- Minor claims must be defended on their merits
- May still help highlight risks and support contributory-negligence arguments

Best Practice Checklist

- Use activity-specific waivers reviewed by legal counsel
- Complete waiver before payment; provide a copy to participant
- Pair waivers with exclusion of liability signage and participant orientation
- Maintain secure records-retention policy

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