



# Ta'an Kwäch'än Council

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## COMMUNITY WELLNESS FUND APPLICATION

Date: \_\_\_\_\_ Is the applicant a TKC Citizen? Yes No

Birthdate: \_\_\_\_\_ *\*birthdate is required if TKC is purchasing CGC passes on your behalf*

Applicant's Name (must be a TKC Citizen): \_\_\_\_\_

*\*If applicant is a child, make cheque payable to:*

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

Telephone Number: \_\_\_\_\_

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

**TYPE OF ACTIVITY:** (Up to \$600 maximum)

**Sport and/or Recreational Activity** (Name of program or activity and amount)

**Cultural Activity** (Description of activity and amount)

**TOTAL  
EXPENSES:**

Reimbursement requested – attach receipt(s)

Request for TKC to purchase – attach item/activity information

**Payment Options:** Cheque mailed Cheque in person TKC Pay Purchase order

*Signature of Applicant or Parent/Legal  
Guardian for Child under the age of 19*

**For Department use:** NOTE – application and decision letter must be completed within 21 days.

Date Received:

Date Decision made:

Confirmation of enrollment as a TKC Citizen?

Yes No

Signed Release & Waiver Agreement?

Yes No

Program or purchase is an eligible expense?

Yes No

Receipt(s) attached?

Yes No Not applicable

Decision: Approved  
Not approved

and

Health and Wellness Coordinator

Wellness Manager

# ***Release of Liability, Waiver of Claims, Assumption of Risks Agreement***

## **PLEASE READ CAREFULLY BEFORE SIGNING**

I, hereby acknowledge and agree that in consideration for Ta'an Kwäch'än Council ("TKC") paying for certain cultural or recreational activity funding for which I am seeking funding under the Community Wellness Fund Policy that:

### **ASSUMPTION OF RISK**

1. I fully assume and accept all risks, dangers and hazards including the possibility of personal injuries, death, or loss or damage of property while participating in the activity or utilizing the recreational equipment on behalf of myself, my child or for whom I am the legal guardian.

### **DEFINITION OF "RELEASED PARTIES"**

2. I recognize and understand that the term "Released Parties" as used in this Agreement refers to TKC, its Chief, Deputy-Chief, Councillors, Councils, members, officers, employees, independent contractors and agents, jointly and severally.

### **RELEASE OF LIABILITY AND WAIVER OF CLAIM TO SUE FOR LOSS**

3. I release, waive, hold harmless and covenant not to sue the Released Parties from all liability and for all actions, claims, demands, causes of action, proceedings, suits, losses, damages, or costs (including any legal fees on a solicitor and his own client basis, or otherwise) of any nature or kind whatsoever in respect of any personal injuries, death, or loss or damage of property sustained by me, my child, or for whom I am the legal guardian, arising in any way out of, or connected with, my or their participation in the recreational or cultural activity or use of the sports/fitness equipment funded by TKC and any incidental activities thereto, due to any cause whatsoever, including the negligence of any of the Released Parties.

### **RELEASE AND WAIVER OF CLAIM APPLIES IN ALL LOCATIONS**

4. I understand and agree that this Agreement shall be governed by the law of the Yukon Territory and such law applies regardless of location of the program, activity or use of the sports/fitness equipment, be it local, territorial, or outside of the Yukon.

### **AGREEMENT BINDING**

5. I agree that this Agreement is binding on myself, my child, or for whom I am the legal guardian, or my and their heirs, next of kin, executors, personal representatives, administrators and assigns.

I have carefully read and understand this Agreement. I am aware that by signing this Agreement, I am **WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE**, which I, my child, or for whom I am the legal guardian, or my and their heirs, next of kin, executors, personal representatives, administrators and assigns may have against the Released Parties.

Date

Signature of Applicant or Parent/Legal Guardian

Signature of Witness

Printed Name of Applicant or  
Parent/Legal Guardian

Printed Name of Witness