

INDEMNITY AGREEMENT

THIS AGREEMENT made as of 2nd day of February,  
2000.

BETWEEN: KERRISDALE COMMUNITY CENTRE SOCIETY

on behalf of itself and affiliated organizations as hereinafter defined  
(hereinafter called the "Society")

OF THE FIRST PART

AND: BOARD OF PARKS AND RECREATION  
having offices at 2099 Beach Avenue, Vancouver,  
British Columbia, V6G 1Z4

OF THE SECOND

PART  
AND: CITY OF VANCOUVER  
having offices at 453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia, V5Y 1V4

(hereinafter called the "City")

OF THE THIRD PART

For the purposes of this Agreement "affiliated organization" means an organization or individual who develops and operates a recreational program at the request of and under the direction and supervision of the Society, and when so acting, shall be deemed to be an agent of the Society. An affiliated organization must have its programs approved for indemnification purposes using the process outlined in this agreement and indemnification is subject to the conditions outlined in this agreement.

This Agreement replaces indemnity agreements previously entered into between the Parties.

WHEREAS the Board has, with the authorization of Council of the City, decided to provide recreational programs for the recreation, comfort and enjoyment of the public;

AND WHEREAS the Society has offered and agreed to develop and

provide such recreational programs, either directly or by an affiliated organization;

AND WHEREAS, as a condition of developing and providing such recreational programs, the Society has requested that the Board and the City indemnify its officers, employees, directors, and volunteers of the affiliated organizations, against any claims, demands and actions arising out of the provision recreational programs developed and provided at the request and approval of the Board.

THE BOARD AND THE CITY HEREBY AGREE THAT the City will indemnify, to a maximum amount of five million dollars per occurrence, the Society, or affiliated organization and their current or former officers, directors, employees and volunteers, against any claim, demand or action brought against it or its current or former officers, employees, directors or volunteers in connection with the development or provision of a recreational program PROVIDED THAT such recreational program has been approved in writing by the General Manager of the Board and the General Manager of the Board has agreed in writing to provide indemnity in connection with such recreational program. Any approval or agreement to indemnify shall be subject to the following conditions:

- (a) The City Manager of the City or the General Manager of the Board may at any time instruct the Society to cease operation of the recreational program.
- (b) Indemnity will not be provided where the claim, demand or action arises out of a malicious act or omission.
- (c) Indemnity will be provided only where the program is being developed and provided in accordance with the approval given and any guidelines or instructions subsequently set by the Board through its General Manager and not contrary to any direction given by Council of the City. By submitting a recreational program for approval the Society and affiliated organization shall be taken to have agreed to comply with such guidelines or instructions.
- (d) The Society or affiliated organization will provide to the Board and the City, upon request, any information with respect to a program for which indemnity has been requested or been provided.
- (e) Either the Board or the City may, on 30 days written notice to the Society or an affiliated organization, cancel and revoke their agreement to indemnify contained herein, and where such notice is given, then on the expiration of 30 days, neither the Board or the City has any obligation to indemnify the Society or affiliated organization or any of its officers, employees or volunteers in respect of any act or omission occurring after cancellation.  
  
The notice referred to herein may be given by mailing or delivering it to the address of the Society which has been given to the Board for such purpose or by posting it in the building or facility in or from which the program is operated. Where notice is given by posting it, the period of Notice shall commence 7 days after it has been posted.
- (f) The Society or affiliated organization and their officers, employees, directors and volunteers will do nothing to prejudice the defence of any claim, demand or action and full co-operate with the City and the Board in the defence of any claim, demand or action.
- (g) The City shall have the conduct of, and bear the costs associated with, the defence to any claim, demand or action in respect of which indemnity is

provided (and therefore no financial consequence exists for the indemnified individual or the Society) and shall have the unfettered right to make all decisions in respect of indemnified claims or actions, including the right to settle or compromise the claim, demand or action. If legal counsel for the City determines that there is a divergence of interest between the City and any party covered by the indemnity, then independent legal counsel would be obtained and the costs of such would be paid by the City as part of the indemnity.

- (h) Where an indemnity is provided pursuant to this Agreement, the City and the Board agree that the affiliated organization developing or providing the approved recreational program shall be deemed to be a party to this Agreement.

IN WITNESS WHEREOF the parties have hereto set their hands and seals or caused their corporate seals to be affixed under the hands of their proper officers duly authorized in that behalf, as the case may be, as of the day and year first above written.

The Common Seal of )  
)  
was hereunto affixed )  
in the presence of: )

W. Harris )

Authorized Signatory )

J. Cook )

Authorized Signatory )

C/S  
)

The Board of Parks and Recreation by: )

C/S

[Signature] )  
Chairman )

[Signature] )  
General Manager )

The Common Seal of the )  
CITY OF VANCOUVER )  
was hereunto affixed )  
in the presence of: )

C/S

Frances J. Connell )  
Authorized Signatory )