

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

***PLEASE READ CAREFULLY.***

**TO:** East Elgin Community Complex, The Corporation of the Town of Aylmer and The Corporation of the Township of Malahide and all their employees, volunteers, agents, representatives, directors, officers, successors and assigns (the “**Releasees**”).

**DESCRIPTION OF ACTIVITIES: Recreational Activities April 1<sup>st</sup>, 2021 to August 31<sup>st</sup>, 2021. (the “Activities”)**

**ASSUMPTION OF RISK:** I am aware that the Participant’s participation in the Activities may involve many inherent risks, dangers and hazards including but not limited to minor and major physical injuries, psychological injury, illness, health problems, health complications, death, loss or damage to person or property and all other hazards arising from: (i) the Activities; or (ii) caused by negligence or any other act or omission on the part of the Releasees, including the failure on the part of the Releasees to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards of participating in the Activities. Without limiting the above, I confirm that I am aware that the Activities involve the risk of contracting COVID-19 and I am fully aware that there is a reasonable possibility that the Activities may or will not comply with the Public Health guidelines, recommendations and directives that are in place to minimize the risk of contracting COVID-19. I freely accept and fully assume, on my own behalf and on behalf of the Participant, all such risks, dangers and hazards and the possibility of personal injury, illness, health problems, health complications, property damage, loss or even death resulting therefrom, including but not limited to the possibility of the Participant or persons close to the Participant contracting COVID-19. I agree to, at all times, inspect my surroundings for possible risk and determine for myself that conditions are acceptable for the Participant to commence or continue the Participant’s attendance and participation in the Activities. I also agree my attendance and the Participant’s attendance and the commencing and continuing of that attendance constitutes acceptance of all dangers, hazards and risks involved.

**RELEASE OF LIABILITY, WAIVE OF CLAIMS AND INDEMNITY:** In consideration of the Releasees allowing the Participant to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I or the Participant have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense, health problems, health complications or injury, including death, that I or the Participant may suffer or that my next of kin may suffer, as a result of the Participant’s participation in the Activities, due to any cause whatsoever, whether arising from the Activities, negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers’ Liability Act*, RSO 1990, c O2, on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me or the Participant from the risks, dangers and hazards of participating in the Activities; and
2. To hold harmless and indemnify the Releasees from any and all liability for any damage, loss, claim, action, suit or personal injury resulting, directly or indirectly, from the Participant’s participation in the Activities. I further agree that if, despite this Release and Waiver Agreement, I, or anyone on my behalf or on the Participant’s behalf, make a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss, liability, damage or cost which may incur as the result of such claim.

**THIS RELEASE AND WAIVER AGREEMENT** shall be effective and binding upon mine and the Participant’s heirs, next of kin, executors, administrators, assigns and representatives. This Release and

Waiver Agreement and any rights, duties and obligations as between the parties to this Release and Waiver Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction, and any litigation involving the parties to this Release and Waiver Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of Ontario.

**ACKNOWLEDGEMENT:** By signing this Release and Waiver Agreement, I hereby acknowledge the following:

1. I have received reasonable notice that this Release and Waiver Agreement would be required in order for the Participant to participate in the Activities.
2. I acknowledge that it was a prerequisite that this Release and Waiver Agreement was to be presented to myself and the Participant before allowing myself and/ or the Participant to undertake the Activities.
3. Given the COVID-19 pandemic and the nature of the Activities, I understand that all Participants are required to sign this Release and Waiver Agreement prior to participation in the Activities.
4. I and the Participant know that if this Release and Waiver Agreement is not signed, the Participant cannot participate in the Activities and I have chosen to sign this Release and Waiver Agreement as a condition of such participation.
5. I and the Participant have had the full opportunity to read this Release and Waiver Agreement.
6. I fully understand the Release and Waiver Agreement and I have made the choice to accept this Release and Waiver Agreement and have the Participant participate in the Activities, notwithstanding that my legal rights and the Participant's legal rights, including the right to sue, are impacted by this Release and Waiver Agreement.

**BY ENTERING INTO THIS RELEASE AND WAIVER AGREEMENT** I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities, other than what is set forth in this Release and Waiver Agreement.

**I CONFIRM THAT** if any term, covenant or provision of this Release and Waiver Agreement shall be deemed to be unenforceable, the enforceability of the remaining terms, covenants and provisions of this Release and Waiver Agreement shall be unaffected and shall remain in full force and effect.

**I CONFIRM THAT** I have read and understood this Release and Waiver Agreement prior to signing it, that I am signing this Release and Waiver Agreement freely and of my own volition, and I am aware that by signing this Release and Waiver Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives, may have against the Releasees, and that I am signing this Release and Waiver Agreement without any undue influence from the Releasees, realizing that it is a legally binding document. This Release and Waiver Agreement shall continue indefinitely.

**DATE:** \_\_\_\_\_

**PLEASE PRINT PARTICIPANT'S NAME:** \_\_\_\_\_ (the "Participant")

**PARTICIPANT'S SIGNATURE:** \_\_\_\_\_

**PLEASE PRINT WITNESS' NAME:** \_\_\_\_\_

**WITNESS SIGNATURE:** \_\_\_\_\_

For Participants that are less than 18 years old, I represent that I am the parent, guardian or agent of the Participant and have the authority to enter into this Release and Waiver Agreement on my behalf and on behalf of the Participant, being both thereafter bound by the terms and conditions of this Release and Waiver Agreement.

Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Printed Name: \_\_\_\_\_

Parent  Guardian  Agent