

# Release of Liability, Waiver of Claims and Assumption of Risks

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

**PLEASE READ CAREFULLY!**

In consideration of the Corporation of the Township of Centre Wellington (the "**Township**") permitting the individual named below ("I" or "me") to participate in Township programs and activities and/or rental programs (the "**Activities**") on any Township property, including those identified on the Township Recreation and Leisure web page at [www.centrewellington.on.ca](http://www.centrewellington.on.ca) (the "**Premises**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

## **ASSUMPTION OF RISKS**

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, ILLNESS AND DISEASE, DISABILITY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Without in any way limiting the foregoing, I am specifically aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (collectively, the "**Disease**") and the risk that I may be exposed to or contract the Disease by attending on the Premises or engaging in the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Township representatives, agents, employees, and/or volunteers. I understand that while the Township has implemented preventative measures to reduce the spread of the Disease, the Township cannot guarantee that I will not become infected with the Disease while on the Premises and that being on the Premises may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS AND DISEASE, DISABILITY, DEATH, OR PROPERTY DAMAGE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Township, its affiliates, and their respective elected officials, managers, officers, employees, members, agents, representatives, successors and assigns (collectively, "**Releasees**"), arising out of or attributable to the Activities, due to any cause whatsoever, including without limitation the negligence of the Township or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Township or any other Releasee, and forever release and discharge the Township and all other Releasees from liability under such claims.

## **INDEMNITY**

I shall defend, indemnify and hold harmless the Township and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Activities.

Without in any way limiting the foregoing, in the event that any damage to equipment, facilities, or property occurs as a result of my willful actions, neglect or recklessness, or the willful actions, neglect or recklessness of someone for whom I am at law responsible, I acknowledge and agree to be held liable for any and all costs associated with any such actions or neglect or recklessness.

**MEDICAL**

In the event that I should require medical care or treatment, I authorize the Township to provide emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I understand that this agreement extends to any liability arising out of or in any way connected with such medical treatment or transportation.



I further acknowledge that the Activities may involve a test of a person's physical and mental limits I agree that by participating in the Activities I am representing to the Township that I have the requisite ability, both in terms of technical and medical fitness, to do so. I acknowledge that the Township has the right, but not the obligation, to place limitations on, or to deny, my participation in the Activities and I agree to abide by the decision of any Township official or agent with respect to same.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Township and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs, executors, administrators and next-of-kin, and the Township and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

I agree that an electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof.

The Renter acknowledges being advised that the Township requires all participants to sign the Township's then-current Release of Liability, Waiver of Claims and Assumption of Risk Agreement. The Renter agrees that it shall ensure each participant has signed such document prior to their participation in the rental activities, and the Renter will provide all signed agreements to the Township on or before the date of the rental.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITIES, DURING THIS INITIAL AND ALL SUBSEQUENCE EVENTS OF PARTICIPATION.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE TOWNSHIP AND THE RELEASEES. I AM NOT UNDER THE INFLUENCE OF ANY DRUGS, ALCOHOL OR OTHER INTOXICANTS. I AM NOT SUFFERING FROM ANY ILLNESS OR INCAPACITY.**

**Organization/Renter:**

**Participant Name:**

**Address:**

**PARTICIPANT SIGNATURE**

**OR**

**IF PARTICIPANT IS UNDER THE AGE OF MAJORITY:**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

**Name:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Witness Name:

Witness Signature:

