

# Timmins Porcupine Badminton Club

## Acknowledgement of Risk and Release of Liability

Every person **MUST** read and understand this waiver before participating in club activities. This agreement will affect your legal rights. Please read this waiver before signing.

In consideration of being allowed to participate in any way in the Timmins Porcupine Badminton Club sports program, related events and Activities, the undersigned acknowledges and agrees that:

- 1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) that "Activities" includes but is not limited to sports, fitness, functions, instruction, use of the facilities, participation in programs, tournaments and services provided by Timmins Porcupine Badminton Club; and,
- 3) I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in the activities involved in this program. I agree to accept these Risks and agree to the terms of this waiver EVEN IF Timmins Porcupine Badminton Club is found to be negligent or in breach of any duty or care or any obligation to me in my participation in the Activities involved.
- 4) I confirm that I have reached the age of majority in the Province of Ontario.
- 5) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
- 6) In addition to consideration given to Timmins Porcupine Badminton Club for my participation in Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives"), agree:
  - a. To waive all claims that I have or may have in the future against Timmins Porcupine Badminton Club;
  - b. To release and forever discharge Timmins Porcupine Badminton Club from all liability for all personal injury, death, property damage or loss resulting from participation in Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgement of Timmins Porcupine Badminton Club; and
  - c. To be liable for and to hold harmless and indemnify Timmins Porcupine Badminton Club from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my, or my guests' participation in Activities.
- 7) I agree that this waiver and all terms contained within are governed by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation to enforce this waiver must be instituted in the Province of Ontario.

**I CONFIRM THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND THAT THIS WAIVER IS BINDING ON MYSELF AND MY LEGAL REPRESENTATIVES.**

Participant Name (print): \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date (dd/mm/yyyy): \_\_\_\_\_

### **FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION:**

This is to certify that I, \_\_\_\_\_ (print name), as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Timmins Porcupine Badminton Club and the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Signature: \_\_\_\_\_ Date (dd/mm/yyyy): \_\_\_\_\_

Emergency Phone Number: (\_\_\_\_\_) \_\_\_\_\_