

Timmins Badminton Club

Acknowledgement of Risk and Release of Liability

Effective Date: September 24, 2025

Instruction: Every person MUST read and understand this waiver before participating in any Club activities. This agreement will affect your legal rights. Please read carefully before signing.

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

Acknowledgement of Risk: The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

Definition of Activities: "Activities" includes but is not limited to sports, fitness, functions, instruction, use of the facilities, participation in programs, tournaments, and any services provided by the Timmins Badminton Club.

Assumption of Risk and Responsibility: 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. I agree to accept these Risks and agree to the terms of this waiver EVEN IF the Timmins Badminton Club is found to be negligent or in breach of any duty of care or any obligation to me in my participation in the Activities.

Age of Majority: I confirm that I have reached the age of majority in the Province of Ontario.

Compliance and Safety: I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest club official immediately.

Release, Waiver, and Indemnity: In addition to the consideration given to the Timmins 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 the Timmins Badminton Club;
- b) To release and forever discharge the Timmins 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 the Timmins Badminton Club; and
- c) To be liable for and to hold harmless and indemnify the Timmins 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.

Governing Law: 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 section must be completed by a parent or legal guardian.

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. For myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Timmins Badminton Club 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.

Parent/Guardian Signature: _____ Date (dd/mm/yyyy): _____

Emergency Phone Number: (_____) _____ \