

## **WEST TORONTO SKATING CLUB (“WTSC”) RELEASE AND WAIVER OF LIABILITY**

**PLEASE CAREFULLY READ AND DIGITALLY SIGN THIS DOCUMENT. BY SIGNING IT, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SUE.**

In consideration for being permitted to participate in WTSC programs and related activities (collectively, “activities”), I [NAME] Date of Birth: [Date] hereby agree as follows:

I agree that I am, and/or my child and/or my dependant is, voluntarily participating in the activities/programs offered by WTSC including but not limited to, the provision of instruction, the provision of supervision and/or the use of equipment, facilities, and/or premises. I am assuming, on behalf of myself and/or my child and/or dependent, **all risks, including but not limited to, personal injury, death or disability to me and/or my child and/or my dependent** that might result from participation in WTSC activities, or any damage, loss or theft of any personal property which I and/or my child and/or my dependent may incur while participating in WTSC activities.

I, on behalf of myself, my heirs and assigns, personal representative and next of kin, expressly release and discharge WTSC and its staff, WTSC contracted coaches, WTSC consultants, WTSC volunteers, and WTSC members of the board of directors (collectively “Releasees”) from any lawsuit, legal action, cause of action, claim or demand of any nature for any damages, loss of injury that any person may suffer during, on the way to or from, to, or in any way related to, the participation, in anyway, in activities offered by the WTSC.

**I assume all health, physical and legal risks associated with the participation in WTSC activities. I acknowledge that I am aware and accept there are serious risks associated with ice skating and participation in WTSC activities.**

I acknowledge that I, on behalf of myself, my heirs and assigns, personal representative and next of kin, release the Releasees from any liability or damages for anything directly or indirectly related to and/or resulting from the participation in WTSC activities, and undertake to indemnify and hold harmless the Releasees, and to save them any claims made by third parties resulting from, or in any way related, to WTSC activities.

I acknowledge that this Release and Waiver of Liability is valid regardless of any act or omission (including, but not limited to, negligence, gross negligence and/or strict liability) on the part of any of the Releasees or any other cause in relation to WTSC activities.

I acknowledge that this Release and Waiver of Liability includes, without limitation, injuries, illness, or accidents, which may occur as a result of (a) use of the facility or its improper maintenance, (b) use of any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) instruction or supervision, or (e) slipping and falling while in the facility or on the surrounding premises.

In this regard, I acknowledge that my participation in WTSC activities, or that participation in WTSC activities by my child and/or dependent, is solely at my own risk and that any and all of participation in WTSC activities, while engaged at the facility hosting the activity, shall be in said facility's "as is, where is" condition and with all faults, and without any representation or warranty, expressed or implied on the part of the Releasees or any other person or entity, concerning the condition of any such property, or any other matter whatsoever.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND REVIEWED THIS RELEASE AND WAIVER OF LIABILITY AND UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I HAVE OR MAY HAVE IN THE FUTURE ON BEHALF OF MYSELF AND/OR MY CHILD AND/OR DEPENDENT TO BRING A LAWSUIT, LEGAL ACTION, CLAIM OR DEMAND OF ANY NATURE FOR INJURY OR LOSS OF ANY KIND AGAINST THE RELEASEES. IF ANY ATTEMPT FOR SUCH CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL COSTS INCURRED BY RELEASEES INCLUDING, BUT NOT LIMITED, TO LEGAL COSTS TO DEFEND.**

I agree in consideration for executing this Release and Waiver of Liability, WTSC is allowing me and/or my child and/or dependent to participate in WTSC activities.

I further agree that in the event that any provision in this Release and Waiver of Liability is unenforceable under applicable law, the remaining provisions shall be enforced to the fullest lawful extent.

I verify that I have been given ample time to read and consider the above, read the above been given the opportunity to ask questions, am aware that this document can be offered in other languages, considered its effects, understand its content, and agree, on behalf of myself and/or my child and/or dependent, to the terms as stated above.

I acknowledge and agree that clicking to initial this box constitutes an electronic signature as defined by the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*.

I sign this Release and Waiver of Liability voluntarily.