

WAIVER/RELEASE

PLEASE READ THIS DOCUMENT (THE “**WAIVER**”) CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS,
AND INITIAL EACH PAGE AFTER READING.

Each individual attending the Activities (as defined herein) at the City Facility identified below must complete and sign this Waiver. A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of the minor Attendee. This Waiver must be carefully read and signed in consideration for the opportunity to participate as a willing Attendee at a City Facility. The term “**Released**”, used collectively and individually herein, includes: City of Greater Sudbury, its employees, agents, consultants, contractors, directors, representatives, elected and appointed officials, sponsors, volunteers, servants, successors and assigns.

By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood this Waiver and agreed to its terms.

BETWEEN:

_____ (the “Attendee”)
(INSERT ATTENDEE NAME)

(INSERT PARENT NAME) – if applicable

AND

CITY OF GREATER SUDBURY (CITY)

To participate in the activities, _____, (INSERT ACTIVITIES) at City of Greater Sudbury facilities, in Sudbury, Ontario and related events, under Permit FA- _____ (INSERT PERMIT NUMBER – if applicable), (hereafter the “**Activities**”) the undersigned acknowledges, appreciates and agrees as follows:

1. I am responsible in law or have authority to act for the Attendee or myself. I am satisfied that the Attendee can physically, emotionally and mentally participate and that their equipment, if applicable, is appropriate for use in the Activities.
2. I expressly acknowledge and agree that attendance at the City Facility and participation in the Activities may involve the risk of serious injury and/or death and/or property damage. Participation includes possible exposure to infectious diseases including but not limited to COVID-19.
3. I am fully aware of the risks and hazards inherent to attendance at the City Facility and participation in the Activities and I voluntarily, knowingly and freely assume all risks, dangers, and hazards to me or the Attendee, including but not limited to illnesses, infectious diseases including but not limited to COVID-19, and the possibility of personal injury, death, property damage associated with participating in the Activities at the City Facility, including those arising from my own actions or inactions or the actions or inactions of my minor child/ward.
4. I VOLUNTARY, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS to me or the Attendee both known and unknown, EVEN IF THE SAME ARISE FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE **RELEASED** or others, and assume full responsibility for my participation in the Activities.
5. I, for myself and on behalf of the Attendee, my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE **RELEASED** WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE **RELEASED** OR DUE TO **ANY CAUSE WHATSOEVER**, to the fullest extent permitted by law.
6. I, for myself and on behalf of the Attendee, my heirs, assigns, personal representatives and next of kin, WAIVE AND FOREVER DISCHARGE THE **RELEASED** of and from any and all claims, demands, damages, costs, expenses, actions and causes of action whatsoever, whether in law or equity, in respect of death, bodily injury, personal injury, loss or damage (direct or indirect), NOTWITHSTANDING THAT SAME MAY HAVE BEEN CONTRIBUTED TO OR OCCASIONED BY THE NEGLIGENCE OF THE **RELEASED**.

I have read this Waiver in its entirety, and I fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Released. I acknowledge that I am signing this Waiver freely and voluntarily.

Attendee / Parent Signature: _____ Printed Name: _____

Attendee Contact Number: _____ Date: _____

PLEASE CHECK ONE: _____ I am at least 18 years old; or
_____ I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

INITIALS _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and their personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to their release provided above for all the **RELEASED** and myself, my spouse, and child/ward do release and indemnify and hold harmless the **RELEASED** for all liabilities incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE OR GROSS NEGLIGENCE to the extent provided by law.I HAVE LEGAL AUTHORITY TO EXECUTE THIS WAIVER ON BEHALF OF THE MINOR.

Name of Minor Attendee: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Parent contact number: _____

Date signed: _____

INITIALS _____

Pursuant to Ontario's *Electronic Commerce Act, 2000*, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute oneand the same document.

Personal information on this form is collected under sections 10(1) and 227(c) of the *Municipal Act, 2001* to provide services regarding facility use, memberships and activities by City staff and/or its agent(s). Please direct any questions about the collection of this personal information to the Coordinator of Administrative Services, Leisure Services at City of Greater Sudbury, 200 Brady Street, PO Box 5000, Sudbury Ontario, P3A 5P3, (705) 671-2489 extension 2446.