



First Name \_\_\_\_\_  
Last Name \_\_\_\_\_  
DOB \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Phone Number \_\_\_\_\_

**Participant Waiver- Terms of Registration (Important - Please read)**

**WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION:**

Personal information on this form is collected in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M. 56 under the authority of the Municipal Act 2001, S.O. 2001, c 25 and will be used by the City of Orillia for the operation of recreation programs/activities. Questions about this collection should be directed to the Freedom of Information Co-ordinator. In consideration of the acceptance of my application or that of the minor whose name appears thereon, of who I am the legal guardian, and give the permission to participate in a recreation program/activities sponsored by the Corporation of the City of Orillia, I hereby waive and forever discharge and indemnify and save harmless the Corporation of the City of Orillia, it's employees, volunteers, partner organizations, agents, sponsors, officers and elected officials from all claims, damages, costs and expenses in respect to injury or damage to my/their person or property, however caused, which may occur as a result of my/their participation in the recreation program in any location (such as Bio Stairs, field trips, organized swims etc.) where the recreation program is being held.

**PHOTO WAIVER:**

Unless the participant or guardian indicates in writing, City of Orillia will assume permission is given for photos or video taken during any recreation program/activity to be used to promote recreation. If permission is not granted, please email the participants name and recreation program enrolled in to [recreation@orillia.ca](mailto:recreation@orillia.ca) and request that permission for pictures be revoked. Recreation and Youth Services will attempt to honour the request however, as most recreation programs take place in public settings it cannot be guaranteed.

**ELEMENTS OF RISK:**

The participant and/or their guardian acknowledges that the participant is physically and medically fit to participate and voluntarily assumes any risk of injury or damage in connection with the participating in this activity. The participant and/or their guardian agrees to abide by all rules and regulations pertaining to the use of specialized equipment such as Rockwall, Bio Stairs, Diving Boards etc. Participating in this program/activity involves certain elements of risk including but not limited to cuts, abrasions, sprains, fractures, spinal injury, brain injury or even death. The risk of sustaining injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the physical condition and actions of the participant.

The risk of sustaining these types of injuries can occur without any fault of the participant, or the Corporation of the City of Orillia, its employees, agents, council members, or the facility where the activity is taking place. By choosing to participate in the activity, I am fully accepting the risk that I/participant may be injured.

**CONSENT TO MEDICAL TREATMENT:**

The participant and/or their guardian hereby gives their permission for City of Orillia employees or volunteers to provide or arrange for such first aid or other medical treatment or care, including but not



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limited to transportation to hospital, as such employee or volunteer may consider necessary or advisable. The participant and/or their guardian understand that all costs related to such actions shall be the participant's and/or the guardian's responsibility and I agree to pay for and/or reimburse the City of Orillia for whatever costs that are incurred.

**REFUND POLICY:**

Refunds/credits will only be issued for cancellation/refund requests up to 24 hours prior to the start of a program with an administrative fee of 10%. Please visit the S.U.N. System to withdraw from a program seven days prior to the start. Medical refund requests must be accompanied by a doctor's certificate/note and the 10% administrative fee will be waived. It will only be processed up to the halfway point of any recreation/culture program. Absolutely no refunds will be given after the mid-point of a program. The refund will be pro-rated based on the number of classes left in the program at the time the request is received, regardless of the date the registrant stopped attending the program. Account credits will expire 24 months after the date of the original credit entry. Refunds/credits will only be issued up to seven days prior to the start of a program with an administrative fee of 10%.

Refunds/credit requests for Fun Passes (memberships) will be reviewed on a case by case basis.

**COVID 19:**

Communicable diseases such as COVID-19 can be a worldwide pandemic as defined by the World Health Organization.

**The City of Orillia ("the City")** has put in place preventative measures to reduce the spread of **COMMUNICABLE DISEASES**; however, the City cannot guarantee that you or your child(ren) will not become infected with a **COMMUNICABLE DISEASE**. Further, attending a City recreation/culture program could increase your risk and your child(ren)'s risk of contracting a **COMMUNICABLE DISEASE**.

By signing this agreement, I acknowledge the contagious nature of **COMMUNICABLE DISEASES** and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by a **COMMUNICABLE DISEASE** by attending a City recreation/culture program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by **COMMUNICABLE DISEASES** at a City recreation/culture program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the City's programs or participation in the City's programs programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a **COMMUNICABLE DISEASE** infection occurs before, during, or after participation in the City's programs.

Signature

Parent/Guardian Signature (if participant is under 18)

Date

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