

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**  
**(FOR PARTICIPANTS 18 YEARS OF AGE AND OLDER)**

**WARNING!**

**By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.**

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the Ontario 55+ Winter Games and/or the events, programs, competitions, travel, and activities organized, operated or conducted and/or sanctioned by the Ministry of Tourism, Culture and Sport (collectively the "Events"), the undersigned acknowledges and agrees to the following terms:

**Disclaimer**

2. The Government of Ontario, Provincial/Multi Sport Organizations participating in the Ontario 55+ Winter Games, Games Organizing Committee Members, the Corporation of the City of Orillia and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Events, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

***I have read and agree to be bound by paragraphs 1 and 2.***

**Description of Risks**

3. I am participating voluntarily in the Ontario 55+ Winter Games and the Events. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Ontario 55+ Winter Games and the Events. The risks, dangers and hazards include, but are not limited to, injuries from:
  - a) The hazards particular to the sport(s) in which I am participating
  - a) Executing strenuous and demanding physical techniques
  - b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - c) Exerting and stretching various muscle groups
  - d) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment
  - e) Contact, colliding, falling or being struck by other participants or equipment
  - f) Failing to comply with the rules established for participation
  - g) Bad weather conditions including hypothermia, sunstroke, or dehydration
  - h) Failing to remain within designated areas and supervised activities
  - i) Spinal cord injuries which may render me permanently paralyzed
  - j) Travel to and from Events which are an integral part of the Organization's Events
4. Furthermore, I am aware:
  - a) That injuries sustained can be severe;
  - b) That my risk of injury is reduced if I follow all rules established for participation; and
  - c) That my risk of injury increases as I become fatigued.

**Release of Liability and Disclaimer**

5. In consideration of the Organization allowing me to participate, I agree:
  - a) That my physical condition has been verified by a medical doctor to participate;
  - b) The sole responsibility for the Participant's safety remains with the Participant;
  - c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
  - d) To ASSUME all risks arising out of, associated with or related to my participation, including my consumption of alcohol;
  - e) To WAIVE any and all claims that I may have now or in the future against the Organization;
  - f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
  - g) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I or any third party may have or may have in the future, that might arise out of, result from, or relate to my participation in the Ontario 55+ Winter Games, my presence at any venue, the Events, activities or programs of the Organization, and/or my traveling to or from the Events, activities or programs of the Organization, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

***I have read and agree to be bound by paragraphs 3 -5.***

**Acknowledgement**

6. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing your name and inserting the date below, you agree to the terms of this document and represent that you are at least 18 years of age.

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Date