

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the “Activity Waiver”)

WARNING!

Please read carefully, as you must agree to the terms outlined before participating. By signing this document, you will waive certain legal rights including the right to sue. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant (the “Participant”) or the parent/guardian (the “PG”) of a Participant under the age of majority using the Corporation of the City of Waterloo’s (the “City”) property, facilities, equipment, programs, and/or services for sports and recreation (the “Activities”), the undersigned (the “Party” or “Parties”) acknowledges and agrees to the terms outlined in this Activity Waiver.

Disclaimer

The City and its elected officials, directors, officers, agents, employees, volunteers, officials, participants, contractors, servants, or representatives 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 Activities, caused in any manner whatsoever including, but not limited to, the negligence of the City.

Acknowledgement and Assumption of Risk

I understand, acknowledge, and am aware that (as a Participant and/or PG):

The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, property damage, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

Such risks may include but are not limited to loss of balance; difficulty or inability to control one’s speed and direction; impact or collision with other participants or equipment; failure of equipment; variation or changes in the playing surface including steepness, rocks, gravel or other natural objects; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for the Activities; failing to play safely or within the limitations of one’s own abilities; negligent advice regarding the Activities; the negligence of other participants; and negligence on the part of the City, including the failure on the part of the City to safeguard or protect the Participant from the risks, dangers, and hazards of the Activities.

By engaging (or permitting to engage in the case of a PG) in the Activities offered by or associated with the City, I acknowledge that I understand, and that I freely accept on behalf of myself (or on behalf of the Participant where the Participant is a minor) and fully assume all risks, dangers and hazards, including the possibility of personal injury, death, property damage or loss arising from or relating to the Activities or from the acts of others participating in the Activities, or from the unavailability of emergency medical care.

Terms

I understand and agree that I (or an underaged Participant to which I am a PG) must follow all rules and policies of the City relating to the Activities, and to the property, facilities, equipment, services or location relating to the Activities, and follow the directions of City staff. Failure to do so may result in the City discontinuing the Participant or Party's ability to participate in the Activities and/or to use the affected property, facilities, equipment, services or location.

WAIVER, RELEASE AND INDEMNITY

In consideration of the City allowing me (or an underaged Participant to which I am a PG) to participate, I agree as follows:

To Waive Any And All Claims that I have or may in the future have against the City arising from or relating in any way to my participation (or the underaged Participant's participation) in the Activities or my (or the underaged Participant's) use of the property, facilities, equipment, services or location of the City relating to the Activities. **To Release The City** from any and all liability for any loss, damage, injury, illness, death or expense that I (or the underaged Participant) may suffer, or that my next of kin may suffer as a result of my (or the underaged Participant's) participation in the Activities due to any cause whatsoever, except to the extent that any such loss is the result of the negligence of the City. **To Hold Harmless And Indemnify The City** from any and all claims, demands, actions, losses, causes or action, proceedings, suits, damages, expenses or liability of any kind, including reasonable legal fees and expenses of litigation, brought by any person, including for any property damage, personal injury, including death, or other damages resulting from my (or the underaged Participant's) participation in the Activities.

Acknowledgement

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. I further acknowledge that by accepting this agreement I have waived my right to maintain a lawsuit against the City on the basis of any claims from which I have released.