

RLTC General Waiver

TO: Rockcliffe Lawn Tennis Club (hereinafter referred to as "RLTC")

ASSUMPTION OF RISKS:

I am aware that participating in the activities and sports offered by RLTC including, but not limited to, summer camps, adult clinics, round robins, after school programs, and tennis lessons may carry with it the potential for death, serious injury, illness and personal loss. The risks, dangers and hazards (the **Risks**) may include, but are not limited to:

- a) Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendon and other aspects of my body or my general health and well being;
- b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma;
- c) Risk of injury caused by adverse weather conditions, imperfect field of play conditions, equipment failure or malfunction, inadequate safety measures, vehicular traffic and participants of varying skill levels;
- d) Any act or omission of or any contact with other participants, officials, administrators, spectators or other natural or man-made objects;
- e) Loss of or damage to equipment/property; and
- f) Risk of infection of Covid-19 and any other communicable disease or contagion.

By engaging in any activities offered by or associated with RLTC, I freely accept and fully assume all inherent risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting there from, including without limitation, any injury, death, damage or loss that may arise from negligence or carelessness on the part of the persons or entities being released, or from dangerous or defective equipment or property owned, maintained or controlled by them.

RELEASE OF LIABILITY WAIVER OF CLAIMS & INDEMNITY AGREEMENT:

In consideration of RLTC permitting me or, where I am signing on behalf of a child for whom I am legally responsible, my child to use of any of its properties, facilities or parking spaces and equipment (the "Facilities") and to participate in any of the activities and sports being offered by RLTC or at or from the Facilities (the "Activities") and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), I HEREBY AGREE AS FOLLOWS:

1. TO WAIVE ANY AND ALL CLAIMS that I or, where I am signing on behalf of a child for whom I am legally responsible, my child have or may in the future have against RLTC and its officers, directors, employees, agents and representatives and those for whom it is at law responsible (all of whom are collectively referred to as the "Released Parties").
2. TO RELEASE THE RELEASED PARTIES from any and all liability for any losses, damages, expenses or injuries, including my death, that I may suffer or that my next of kin may suffer or,

where I am signing on behalf of a child for whom I am legally responsible, my child may suffer as a result of my or my child's use of the Facilities or my or my child's participation in any of the Activities, due to any cause whatsoever, including without limitation, negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers' Liability Act*, R.S.O. 1990, c. 0.2, as amended, on the part of the Released Parties and further including without limitation, any failure on the part of the Released Parties to safeguard or protect me or my child from risks, dangers and hazards associated with my or my child's use of the Facilities or participation in any of the Activities.

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability for any property damage or personal injury to any third party, resulting from my or, where I am signing on behalf of a child for whom I am legally responsible, my child's use of the Facilities or participation in any of the Activities.
4. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Released Parties with respect to the safety of the use of the Facilities or my or my child's participation in any of the Activities.
5. I understand that this is a binding legal agreement and that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death.
6. I further state that I am 19 years of age or older and in proper physical condition to participate in this event/activity and am aware that participation could, in some circumstances, result in physical injury or death. I agree to stop and consult with my healthcare provider if I experience faintness, dizziness, pain, or shortness of breath at any time while participating in any of the activities. Where I am signing on behalf of a child for whom I am legally responsible, I confirm that my child is in proper physical condition to participate in this event/activity and am aware that participation could, in some circumstances, result in physical injury or death.
7. I also give my permission for the free use of my name and image in broadcast, telecast or other media account of the event/activity and for the promotional purposes of RLTC. I further consent that my identity may be revealed therein or by description text or commentary. Where I am signing on behalf of a child for whom I am legally responsible, I give my permission for the free use of my child's name and image in broadcast, telecast or other media account of the event/activity for the promotional purposes of RLTC. I further consent that my child's identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.
8. That the accident waiver, release of liability and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
9. I agree that this Waiver will be governed by the laws of the Province of Ontario and I submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation in any way relating to the activities and sports offered by the RLTC or relating to this Waiver must be commenced in the Province of Ontario.
10. Where I am signing this agreement on behalf of a child for whom I am responsible, I confirm that I am the legal guardian of the child and that I have read and understood this Waiver.