



**St. Clair Township – Department of Community Services
Mooretown Sports Complex**

1166 Emily Street
Mooretown, Ontario N0N 1M0
Ph: 519.867.2651 Fx: 519.867.2393
Web: www.stclairtownshipcommunityservices.ca

**St. Clair Township – Department of Community Services
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY
AGREEMENT**

(To be executed by Participants who are 18 years of age or older)

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

Participant's Name: _____

Date of Birth: _____ / _____ / _____
Year Month Day

1. This is a binding legal agreement. Clarifying any questions or concerns before signing. Prior to participating, an individual who is the age of majority or older and who wants to participate in the activities, programs, classes and services provided by, and/or in the events sponsored or organized by St. Clair Township - Department of Community Services and its affiliated associations, local associations, clubs, and leagues which may include but is not limited to: competitions, tournaments, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities") must acknowledge and agree to the terms outlined in this agreement.

Disclaimer

2. St. Clair Township - Department of Community Services and its affiliated associations, local associations, clubs, leagues, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "St. Clair Township - Department of Community Services") 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 St. Clair Township - Department of Community Services.

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

Description and Acknowledgement of Risks

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



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- b. The St. Clair Township - Department of Community Services may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming
 - c. The St. Clair Township - Department of Community Services has a difficult task to ensure safety and it is not infallible. The St. Clair Township - Department of Community Services may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction
 - d. (COVID-19) The COVID-19 disease has been declared a worldwide pandemic by the World Health which St. Clair Township - Department of Community Services recognizes is extremely contagious. Therefore; St. Clair Township - Department of Community Services has put in place preventative measures to reduce the spread of COVID-19; however, the St. Clair Township - Department of Community Services cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. I understand that the St. Clair Township - Department of Community Services may fail to safeguard or protect me from the risks, dangers, and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
- a. **Health:** executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof
 - b. **Premises:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, fences, sprinklers, equipment or persons; dangerous, unsafe, or irregular conditions on the grass, diamond, or other surfaces; extreme weather conditions and lightning; and travel to and from the premises
 - c. **Use of equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the St. Clair Township - Department of Community Services to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment ; and failure to use or operate equipment within my own ability
 - d. **Contact:** contact with fences, bleachers, the ground, bases, bats, balls, other equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
 - e. **Advice:** negligent advice regarding the Activities
 - f. **Ability:** failing to act safely or within my own ability or with in designated areas
 - g. **Sport:** the sport of baseball and its inherent risks, including but not limited to being hit by the ball or a bat, injuries incurred while running or sliding, collision with umpires or other participants, slipping on or tripping over a base, and entering or leaving the dugout area, bullpen, batting cage, or bleachers
 - h. **Cyber:** privacy breaches; hacking; and technology malfunction or damage
 - i. **Conduct:** my conduct and conduct of other persons including any physical altercation between participants



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- j. **Travel:** travel to and from the Activities
 - k. **Negligence:** my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF ST. CLAIR TOWNSHIP – DEPARTMENT OF COMMUNITY SERVICES, which may increase the risk of damage, loss, personal injury or death
- I have read and agree to be bound by paragraphs 3 and 4*

Terms

5. In consideration of the St. Clair Township - Department of Community Services allowing me to participate in the Activities, I agree:
- a. That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select.
 - b. That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition.
 - c. To comply with the rules and regulations for participation in the Activities
 - d. To comply with the rules of the facility or equipment
 - e. That if I observe an unusual significant hazard of risk, I will remove myself from participation and bring my observations to an appropriate representative of the St. Clair Township - Department of Community Services immediately.
 - f. The risks associated with the Activities are increased when I am impaired, and I will not participate if impaired in any way.
 - g. That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity
 - h. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment
 - i. {COVID-19} that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.

Release of Liability and Disclaimer

6. In consideration of the St. Clair Township - Department of Community Services allowing me to participate, I agree:
- a. That the sole responsibility for my safety remains with me
 - b. To ASSUME all risks arising out of, associated with, or related to my participation
 - c. That I am not relying on any oral or written statements made by the St. Clair Township - Department of Community Services or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities
 - d. To WAIVE any and all claims that I may have now or in the future against the St. Clair Township - Department of Community Services
 - e. 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
 - f. To FOREVER RELEASE and INDEMNIFY St. Clair Township - Department of Community Services 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 have or may have in the future, that might arise out of, result



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from, or relate to my participation in the Activities, 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 St. Clair Township - Department of Community Services

- g. To FOREVER RELEASE AND INDEMNIFY St. Clair Township - Department of Community Services from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the St. Clair Township - Department of Community Services
- h. That St. Clair Township - Department of Community Services is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities
- i. That negligence includes failure on the part of St. Clair Township - Department of Community Services to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities
- j. This release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

- 7. I agree that in the event that I file a lawsuit against Township of St. Clair - Department of Community Services, I will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules

I have read and agree to be bound by paragraphs 5 to 7

Acknowledgement

- 8. 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, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Township of St. Clair – St. Clair Township - Department of Community Services on the basis of any claims from which I have released herein.

Name of Participant (PRINT)	Signature of Participant	Date:
Name of Witness (PRINT)	Signature of Witness	Date: