

## **ASSUMPTION OF RISK, WAIVER AND RELEASE**

### **ASSUMPTION OF RISKS**

I \_\_\_\_\_ (“**Releasor**”), acknowledge that there can be no assurance that the Virus (covid 19 and/or any related disease) will not be contracted by members who attend on the North York Winter Tennis Club’s (The Club) premises. That is a risk that I must assess for myself and my family: if I choose to attend the Club’s premises and/or play, I am assuming the risk of contracting the Virus and of then transmitting it to others.

I, ACKNOWLEDGE AND ACCEPT THAT ATTENDANCE AT THE CLUB INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF CONTRACTING THE NOVEL COVID-19 CORONA VIRUS. THIS RISK MAY ARISE OUT OF ATTENDANCE AT THE CLUB, CONTACT AND / OR PARTICIPATION WITH OTHER PARTICIPANTS OR EQUIPMENT. RISKS MAY ARISE DUE TO MY OWN ACTIONS, INACTION, THE ACTIONS OR INACTIONS OF OTHERS, THE CONDITION OF CLUB FACILITIES WHEREIN THE ACTIVITIES TAKE PLACE, AND / OR THE NEGLIGENCE OF THE CLUB. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE CLUB OR OTHERWISE.

### **WAIVER AND RELEASE**

I hereby expressly waive and release any and all claims, actions or otherwise which I have or may in the future have against the Club, its affiliates, and their respective directors, officers, employees, agents, representatives, members, successors and assigns (collectively, "Releasees"), on account of injury, death or property damage arising out of or attributable to my participation in the activities of the Club or attendance at the Club, due to any cause whatsoever, including without limitation the negligence of the Club or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under legislation or otherwise. I covenant not to make or bring any such claim against the Club or any other Releasee, and forever release and discharge the Club and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless the Club and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my participation in the activities of the Club or attendance at the Club.

**This Assumption of Risks, Waiver of Claims and Release of Liability**, shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor, Parent or Guardian on behalf of the releasee with respect to the matters covered by this Assumption of Risks, Waiver of Claims and Release of Liability. This Assumption of Risks, Waiver of Claims and Release of Liability may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor, parent or guardian on behalf of the participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

I acknowledge that this Agreement constitutes the entire agreement of the Club and me with respect to the subject matter contained herein, that the terms of this Agreement are contractual, are not merely a recital, and that this Agreement supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.**

**PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY**

IF SIGNING ON BEHALF OF A MINOR: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Club and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE CLUB AND THE RELEASEES.**

**I CONFIRM THAT I HAVE EITHER SOUGHT AND RECEIVED INDEPENDENT LEGAL ADVICE OR I AM WAIVING MY RIGHT TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.**

I agree to all the terms and conditions set forth in this Agreement

Participant (print name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Witness (print name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

Participant (print name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Witness (print name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Prior to playing tennis at our club please Mail, Fax or email this completed and signed waiver to:

NY WTC, PO Box 896 Stn B Willowdale, On M2K 2R1

Fax 416-496-3892

Email: [membership@nywintertennisclub.com](mailto:membership@nywintertennisclub.com)