

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants over the Age of Majority)

WARNING! By signing this document you will waive certain legal rights. Please read carefully.

1. **This is a binding legal agreement. Clarify any questions or concerns before signing. In consideration of my entry upon the premises and facilities utilized by and/or participation, observation, instruction training or receipt of services and/or programs and related disciplines** of or offered by, travel to and from such programs, events or activities (all of the foregoing including entry and access to premises and facilities shall be refer to as the "Activities") by Fort Erie Native Cultural Centre Inc. a.k.a Fort Erie Native Friendship Centre, its respective, directors, officers, committee members, members, employees, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place and representatives (collectively the "Organization"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:

Description of Risks

2. The Participant understands and acknowledges the following risks, dangers and hazards (the "Risks") of the Activities and related disciplines and entry on facilities which include without limitation:
 - a) physical exertion which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or the Participant's general health and wellbeing.
 - b) Slip and falls; scrapes, cuts, bruises; muscle strain, twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in the eyes; impacts with the wall, ground or other structures and equipment; entanglement; seizures; loss of awareness; eye strain; dizziness; disorientation; nausea; impaired balances; physical and/or emotation injuries.
 - c) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma.
 - d) Loss of or damage to equipment/property.
 - e) Exposure to extreme conditions and circumstances.
 - f) Contact with other participants, administrators or other natural or manmade, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels.
3. 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 injury, sickness, disease, contagion including but not limited to COVID-19, permanent disability, paralysis and loss of life.**
4. The Organization 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.
5. The Participant understands that these Risks may be caused in whole or in part by the Participant's own actions or inactions, the actions or inactions of others participating in or present during the Activities or the negligent acts or omissions of the Organization.

I have read and agree to be bound by paragraphs 1-5

Terms and Attestation

6. The Participant attests, acknowledges and agrees:
 - a) That the Participant:
 - i. is in good physical and mental condition to participate in the Activities. Or
 - ii. has a pre-existing medical condition (set out nature of the condition)
_____.
 - b) The Participant will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.

- c) **The Participant will comply with all rules and regulations of the Organization, Dominion of Canada, Province of Ontario and Public Health concerning matters of health and safety and specifically as they relate to COVID-19 or such other communicable disease or contagion.**
- d) If the Participant observes a significant hazard or risk, the Participant will remove themselves from participation in the Activities and report the hazard or risk to the attention of an Organization representative immediately.
- e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant.
- f) That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity.

I have read and agree to be bound by paragraph 6

Release of Liability and Waiver

- 7. The Participant hereby expressly assumes all such Risks and responsibility for any damages, liabilities, losses including loss of income, expenses or related loss which they incur as a result of the Participant's participation in the Activities.
- 8. The Participant waives any and all claims that they may have now or in the future against the Organization and covenants not to sue the Organization.
- 9. The Participant forever releases the Organization from 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 the Participant has or may have in the future, that might arise out of, result from or relate to participation in the Activities, even though such Claims may have been caused by the Organization in 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. That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with the Activities.
- 10. The Participant agrees that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, the Participant or anyone on the Participant's behalf, makes a claim against the Organization or any third party that claims indemnification from the Organization, the Participant WILL INDEMNIFY, SAVE AND HOLD HARMLESS the Organization from any litigation expenses, legal fees, loss, liability, damage or costs which any may incur as a result of such claim, to the fullest extent permitted by law.

I have read and agree to be bound by paragraphs 7 --10

Jurisdiction

- 11. The Participant agrees that in the event that the Participant files a lawsuit against the Organization, the Participant agrees to do so solely in the Province of Ontario, Canada and further agrees that the substantive law of the Province of Ontario will apply without regard to conflict of law rules. The Participant further agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I have read and agree to be bound by paragraph 11

Severability

- 12. The Participant further agrees that if any portion of this agreement is found to be void or unenforceable the remaining sections of the document shall remain in full force and effect

Acknowledgement

- 13. The Participant acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily and that this Agreement is to be binding upon the Participant, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Participant further acknowledges by signing this Agreement that the Participant has waived the right to maintain a lawsuit against the Organization on the basis of any claims released herein.

Name of Participant (print)

Signature of Participant

Date

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date