



**WAIVER OF LIABILITY for individuals aged 16 and older  
engaging in activities and sports, and utilizing the Fitness Room.**

**THIS WAIVER** is effective on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

IN CONSIDERATION of being allowed to participate in the activity and/or sport or to utilize the Fitness Room and other good and valuable considerations, the receipt of which is hereby acknowledged.

I, \_\_\_\_\_ (the “participant”) of \_\_\_\_\_ (“hometown”) agree with the policies and procedures of the Buckhorn Community Centre and Athletic Association (BCC; the “activity provider”).

**DETAILS OF ACTIVITY**

1. The participant will be participating in the following activity/ies, sport/s, and/or to utilize the Fitness Room:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSIDERATION**

- 2. Being of lawful age and in consideration of being permitted to participate in the activity and/or sport or to utilize the Fitness room, the participant releases and forever discharges the activity provider, the activity provider’s staff, volunteers, contractors, vendors, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or because of any injury to person or property, including injury resulting in the death of the participant, which has been or may be sustained as a consequence of the participant’s participation in the activity and/or sport or the utilization of the Fitness Room, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the activity provider.
- 3. The participant understands that he/she/they will not be permitted to participate in the activity and/or sport or to utilize the Fitness Room unless he/she/they signed this **Waiver**.

**CONCURRENT RELEASE**

4. The participant acknowledges that this **Waiver** is given with the express intention of effecting the extinguishment of certain obligations owed to the participant by the activity provider, and to bind the participant’s spouse, heirs, executors, administrators, legal representatives, and assigns.

**FITNESS TO PARTICIPATE**

5. The participant acknowledges to the activity provider that the participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the participant from participating in the activity and/or sport or to utilize the Fitness Room. If required, the participant will obtain a medical examination and clearance.

**FULL AND FINAL SETTLEMENT**

6. The participant acknowledges and agrees with the activity provider that:

- the activity provider has given the participant sufficient time to carefully read this **Waiver**,
- the participant has been given the opportunity and has been encouraged to seek independent legal advice before signing this **Waiver**,
- the participant fully understands the risks and claims that the participant is waiving to participate in the activity and/or sport or to utilize the Fitness Room,
- the participant is freely and voluntarily executing this **Waiver**, and
- the participant is forever prevented from any legal action or otherwise claiming against the activity provider for any property loss or personal injury that the participant may sustain while participating in or preparing for the activity, sport or to utilize the Fitness Room.

**GOVERNING LAW**

7. This **Waiver** will be governed by and construed by the laws of the Province of Ontario.

**EMERGENCY CONTACT**

8. Name:

Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the participant has duly affixed their signature on this **Waiver**.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized by BCC: \_\_\_\_\_ Date: \_\_\_\_\_