

**Acknowledgement of Risk and Release of Liability**

**Please read carefully!**

The following waiver of all claims, release from all liability, and assumption of all risks and other terms of this agreement, are entered into, by me, willingly, with, and for, the benefit of the Town of Fort Frances (also referred to as “the Town” in this agreement), including, but not limited to, the Town’s employees, volunteers, agents, and partners, regarding recreational activities taking place at the Memorial Sports Centre (740 Scott Street, Fort Frances, ON, P9A 1H8). Without limiting the generality of the foregoing, for the purpose of this agreement, ‘recreational/recreational activities’ includes, but is not limited to, hockey, shinny hockey, public skating, and other activities that take place on the ice surfaces at the Memorial Sports Centre. By signing this agreement, I indemnify the Town of Fort Frances from all claims, suits, or actions of any kind and description, brought forth as a result of my participation in these activities. This waiver covers participation in recreational activities that take place between the date of signature and June 1<sup>st</sup>, 2023.

**Please initial each item below to indicate that you’ve read, agree to, and acknowledge each of the following statements:**

- \_\_\_\_\_ **1.** I am willfully executing this waiver with the intent that this waiver be binding on myself for all legal purposes.
- \_\_\_\_\_ **2.** I am aware that there are inherent dangers, hazards, and risks (collectively “risks”) associated with the recreational activities listed above, and that injuries resulting from these risks are a common occurrence. I am aware that the risks of the aforementioned recreational activities are an integral part of these activities, and include, but are not limited to, the following:
  - (a) the action of any other individual to behave in ways that may result in injury, harm, or death to persons around them;
  - (b) the potential to collide with other people or objects;
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others;
- \_\_\_\_\_ **3.** I freely accept and fully assume all responsibility for all risks and possibilities of any and all personal injury, death, property damage, or loss resulting from my participation in the stated recreational activities.
- \_\_\_\_\_ **4.** I agree that it is not possible for the Town to make recreational activities completely safe. I accept these risks and agree to the terms of this waiver, even if the Town of Fort Frances is found to be negligent or in breach of any duty of care, or any obligation to myself, in the participation in these recreational activities.
- \_\_\_\_\_ **5.** In addition to consideration given to the Town for my participation in these recreational activities, I, and my heirs, next of kin, executors, administrators and assigns (collectively my ‘legal representatives’), agree:
  - (a) to waive all claims that I have, or may have, in the future against the Town;
  - (b) to release and forever discharge the Town from all liability for personal injury, death, property damage, or loss that I, or my legal representatives, might suffer as a result of my participation in recreational activities due to any cause, including but not limited to, negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Town; and
  - (c) to be liable for and to hold harmless and indemnify the Town of Fort Frances from all actions, proceedings, claims, damages, costs, demands, including court costs and costs on a solicitor, and liabilities of any nature or kind, arising out of, or in any way connected with, my participation in the stated recreational activities.
- \_\_\_\_\_ **6.** I agree that this waiver and all terms contained herein are governed exclusively, and in all respects, by the laws of the Province of Ontario, Canada, in which the aforementioned recreational activities occur. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario, and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of Ontario.
- \_\_\_\_\_ **7.** I understand that these activities are unsupervised. I will agree to follow the established Rules of Conduct for these activities, and I willfully assume all inherent risks associated with my participation in these recreational activities.
- \_\_\_\_\_ **8.** I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the Town of Fort Frances and myself, as a participant, and is binding on myself, and my legal representatives.

**Please Print Clearly**

Participant’s Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
MMM – DD – YYYY

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

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**This is a release of liability, waiver of claims, assumption of risks, and indemnity agreement. By agreeing to the terms of this document, you will waive certain legal rights, including the right to sue. Please ensure that you have read the aforementioned document carefully. By signing below, you are indicating that you agree to be bound by the terms contained in this agreement.**

\_\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Participant Signature**

\_\_\_\_\_ **Town of Fort Frances – Staff Signature**

\_\_\_\_\_ **Town of Fort Frances - Staff Name (Please Print)**