

ONTARIO LAWN BOWLS ASSOCIATION - RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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

IMPORTANT: You will have indicated your agreement and acknowledgment, as stated in sections 7. and 8. below, by completing, signing and submitting Highland Park Lawn Bowling Club's online membership registration form. Similarly, you will have provided your name and birthdate through the same online registration form. These fields in this specific version of the online form do not need to be completed directly.

Participant's Name: _____ **Participant's Date of Birth: D:** _____ **M:** _____ **Y:** _____

1. This is a binding legal agreement. Clarify 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 sport of lawn bowling and the activities must acknowledge and agree to the terms outlined in this agreement. A guardian above the age of majority must agree on behalf of a minor bowler.. These activities, programs, classes, and services may be provided by, and/or in the events sponsored or organized by Bowls Canada Boulingrin, Ontario Lawn Bowls Association and the Highland Park Lawn Bowling Club which may include, but are 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").

Disclaimer

2. Bowls Canada Boulingrin, Ontario Lawn Bowls Association and the Highland Park Lawn Bowling Club 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 "Organization") 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 the Organization.

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
 - b) 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
 - c) The Organization has a difficult task to ensure safety, and it is not infallible. The Organization 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) The Organization cannot guarantee that I will not become infected with COVID-19 and other communicable diseases. Further, participating in the Activities could increase my risk of contracting COVID-19 or other communicable diseases.
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 Organization 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:

- i) Conduct: my conduct and conduct of other persons including any physical altercation between participants
- j) Travel: travel to and from the Activities
- k) Negligence: my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death

Terms

5. In consideration of the Organization 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, 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 or risk, I will remove myself from participation and bring my observations to a representative of the Organization 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) That I may be exposed to, or infected by, COVID-19 or other communicable diseases and such exposure may result in personal injury, illness, permanent disability, or death
 - j) That the OLBA may collect personal information for several purposes, including sending occasional communication related to the OLBA's programs. In those cases, the OLBA will offer the participant the option to opt out.

Release of Liability and Disclaimer

6. In consideration of the Organization 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 Organization 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 Organization
 - 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 the Organization 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 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 Organization
 - g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 or other communicable diseases because of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization
 - h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur because of the Activities
 - i) That negligence includes failure on the part of the Organization 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 is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect

Jurisdiction

7. I agree that if I file a lawsuit against the Organization, 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.

