THE ONTARIO SENIOR GAMES ASSOCIATION

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT *(For Participants)*

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

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a participant in the activities, programs and events of the Ontario Senior Games Association (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The Ontario Senior Games Association, and its directors, officers, members, employees, coaches, volunteers, officials, participants, agents, sponsors, organizers, districts, and representatives, in addition to the Province of Ontario, all municipalities within the OSGA designated District, (the "Organizations") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a participant or volunteer during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organizations.

☐ *I have read and agree to be bound by paragraphs 1 and 2*

Description of Risks

3. I am aware that the Activities which I am entering, may be extremely difficult and hazardous even for well-conditioned athletes under the most favorable conditions.
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. The risks, dangers and hazards include, but are not limited to, injuries from:
   a) The risks, dangers and hazards particular to the Activities in which I am participating;
   b) Exerting and stretching various muscle groups;
   c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
   d) Failing to play safely or within one's ability or to remain with designated areas;
   e) Physical contact with other people;
   f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
   g) Failing to comply with the rules established for participation;
   h) Falling, tumbling or hitting other surfaces;
   i) Falling to the ground due to uneven, slippery or irregular surfaces;
   j) Contacting, colliding or being struck by other individuals, equipment, stands, or benches;
   k) Extreme conditions which may result in heatstroke, hypothermia, heart attack, stroke, dehydration or any other condition that results from being exhausted.

Agreement to Terms and Release of Liability

5. In consideration of the Organizations allowing me to participate, I agree:
   a) That my physical condition has been verified by a medical doctor to participate in the Activities and no medical condition will be worsened by my participation in the Activities;
   b) That I have trained adequately for the Activities;
   c) That the sole responsibility for my safety remains with me;
   d) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
   e) To ASSUME all risks arising out of, associated with, or related to, my participation;
   f) To WAIVE any and all claims that I may have against the Organizations now or in the future;
   g) 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, events, and programs of the Organizations; and
   h) To FOREVER RELEASE the Organizations 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 may have now or 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 Organizations.

☐ ***I have read and agree to be bound by paragraphs 3-5***

Acknowledgment

6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Signature of Participant	Printed Name of Participant	24 District	Date