

ONTARIO SENIOR GAMES ASSOCIATION
ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT
(This Agreement must be signed and all boxes checked prior to participation or volunteering.)

Name: _____

This is a binding legal agreement. Clarify any questions or concerns before signing.

ACTIVITIES

I am participating or volunteering in the activities, programs, classes, services or events (collectively the “Activities”) sponsored or organized by the Ontario Senior Games Association (“OSGA”) or OSGA’s Districts. I agree that the OSGA and its Directors, Officers, employees, coaches, volunteers, officials, participants, agents, sponsors, organizers, owners/operators of the facilities in which the Activities take place, Districts, and representatives, in addition to the Province of Ontario and all municipalities within the OSGA’s designated Districts (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind that I suffer during or as a result of participating or volunteering in the Activities and/or when caused by the negligence of the Organization.

When you are a volunteer who is younger than 18 years old, your parent/guardian must acknowledge and agree to the terms described in this document on your behalf and references in this document to you agreeing to or acknowledging a risk or term is understood to be referring to your parent/guardian agreeing to or acknowledging the risk or term on your behalf.

RISKS

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. These risks include:

- 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, bacteria, parasites or other organisms or any mutation thereof;
- b) **Premises:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects or barriers that are a part of the premises; dangerous, unsafe, or irregular conditions on the ground, floor, ice, grass, turf or other surfaces; extreme weather conditions; and travel to and from the premises;
- c) **Use of equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of, or the failure by, the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within my own ability;
- d) **Contact:** contact with participants, equipment, machines and equipment, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury;
- e) **Advice:** negligent advice regarding the Activities;
- f) **Ability:** failing to act safely or within my own ability or within designated areas;
- g) **Sport:** the inherent risks of participating or volunteering in sport, including but not limited to slipping or falling on ice or the floor or ground; being hit with or tripping on sports equipment; dropping a weight, ball or other equipment onto any part of my body; and the malfunction of an exercise machine or other piece of equipment;
- h) **Conduct:** my conduct and the conduct of other persons including any physical altercation between participants or volunteers; and
- i) **Travel:** travel to and from the Activities

I accept the inherent risks of participating and/or volunteering in sport

Cyber: The Organization may offer or promote online programming (such as webinars, virtual competitions, remote conferences, workshops, and online training) which has different foreseeable and unforeseeable risks than in-person programming. These risks include privacy breaches, hacking, technology malfunction or damage.

I accept the online programming risks

Coronavirus disease (COVID-19): COVID-19 has been declared a worldwide pandemic by the World Health Organization and is contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19, however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating or volunteering in the Activities could increase my risk of contracting COVID-19 or any other contagious disease.

COVID-19 Protocol: The Organization may develop COVID-19 protocols to which all participants and volunteers must adhere. I have reviewed the COVID-19 protocols and, when applicable, responded to any COVID-19 questionnaire or compliance declaration provided to me by the Organization. The Organization has the discretion to remove me from the Activities if I do not comply with the protocols.

I accept the COVID-19 risks and the COVID-19 protocols

Negligence: The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with participating or volunteering in the Activities. (Does not apply to volunteers younger than 18 years old)

I accept that the Organization may be negligent

TERMS

In consideration of the Organization allowing me to participate or volunteer in the Activities, I agree:

- a) that the sole responsibility for my safety remains with me;
- b) that I am not relying on any oral or written statements made by the Organization or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate or volunteer in the Activities;
- c) that I am responsible for my surroundings and the location and equipment that I select;
- d) that my mental and physical condition is appropriate to participate or volunteer in the Activities and I assume all risks related to my mental and physical condition;
- e) to comply with the rules and regulations for participating or volunteering in the Activities;
- f) to comply with the rules of the facility and use of equipment;
- g) that if I observe an unusual or significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
- h) the risks associated with the Activities are increased when I am impaired and I will not participate if impaired in any way;
- i) 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;
- j) that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death;
- k) that I am responsible for choosing my safety or protective equipment and the secure fitting of that equipment; and
- l) 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.

ACTIVITIES STATUS

I agree that the Organization has the discretion to cancel any scheduled Activities or modify the structure of any Activities due to a public health or safety issue, which may include removing specific disciplines or age groups from a competition, changing a competition format, or changing the manner in which individuals become eligible to participate.

I agree that the Organization may implement and enforce guidelines for participating or volunteering that may include adhering to 'Return to Play' protocols, signing declarations of compliance, or requiring that personal protective equipment be worn by participants and volunteers. The Organization has the discretion to remove any individual who does not comply with the Return to Play protocols, sign a declaration, or wear personal protective equipment. When required, I am responsible for providing my own personal protective equipment.

DISCLAIMER

I assume all risks arising out of, associated with, or related to, participating and volunteering in the Activities and waive any and all claims that I may have now or in the future against the Organization. I 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 participation in the Activities. (Does not apply to volunteers younger than 18 years old)

I forever indemnify and 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, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization. (Does not apply to volunteers younger than 18 years old)

The Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of participating or volunteering in the Activities. This Agreement 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 continue in full legal force and effect. I agree to file any lawsuit against the Organization in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply with regard to conflict of law rules.

ACKNOWLEDGEMENT

I acknowledge that I have read and understand this Agreement, 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. I further acknowledge that by signing this Agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Signature: _____ Date: _____

The undersigned acknowledges and agrees that they are a parent/guardian of the volunteer and have legal responsibility for the decisions of the volunteer.

Signature: _____ Date: _____
Parent/Guardian (if the volunteer is younger than 18 years old)