



MUNICIPALITY OF TRENT HILLS
WAIVER AND RELEASE OF LIABILITY
AND
AGREEMENT TO PARTICIPATE

IN CONSIDERATION of being given the opportunity to participate or for my minor child to participate in any way, in any activity/facility during the 2002 calendar year, I, for myself or my minor child, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of skateboarding, roller-blading, roller-skating, specialty bicycle and associated activities ("Activity"), both land-based and on man-made structures, and that I am or my minor child is qualified, in good health, and in proper physical condition to participate in and around such Activity.
2. FULLY UNDERSTAND that:
 - (a) Skateboarding, roller-blading, roller-skating, specialty bicycle and associated ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("RISKS");
 - (b) These RISKS and dangers may be caused by my own or my minor child's actions, or inaction, the actions or inaction of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below;
 - (c) There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I or my minor child incur as a result of my participation in the Activity.
3. HEREBY RELEASE, discharge, and covenant not to sue the Corporation of the Municipality of Trent Hills, the Trent Hills Recreation Department, the Trent Hills Arena/ Recreation/Ferris Provincial Park Advisory Committee, the Sports & Leisure Sub-Committee, their administrators, directors, agents, officers, members, volunteers and employees, other participating organisers, any sponsors, advertisers, medical personnel, other participants, their parents, guardians, supervisors, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on account of injury, including permanent disability and death or damage to property, on my account or my minor child's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent emergency treatment; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, my minor child, or anyone on my behalf or my minor child's behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.
4. AGREE AND WARRANT that I will examine and inspect each Activity in which I or my minor child take part as a facility user and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity/Facility and will refuse to take part in or will refuse my minor child to take part in the Activity/Facility until the condition has been corrected to my satisfaction.
5. AGREE AND WARRANT that I or my minor child shall obey and adhere to any and all posted, written, verbal or otherwise expressed rules, regulations, policies and stipulations for participation in any and all activities held at the Tennis Court/Skateboard Facility located on Trent Drive in the Campbellford/Seymour Ward of the Municipality of Trent Hills.
6. AGREE AND WARRANT that I or my minor child shall wear all appropriate protective equipment designed for the applicable activity at all times during participation, clinics, competition, and related events and activities offered by the Municipality of Trent Hills, the Trent Hills Recreation Department, the Trent Hills Arena/Recreation/Ferris Provincial Park Advisory Committee or the Campbellford/Seymour Skateboarding Sub-Committee at the Tennis Court/Skateboard Facility located on Trent Drive. Protective equipment will

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include a helmet, elbow pads, kneepads, wrist guards in addition to any further protective equipment that may be required for participation in such an activity.

7. AGREE AND WARRANT that parental or guardian supervision is required for skateboard, roller-blade, roller-skate, and specialty bicycle use on facility structures by participants under 13 years of age.
8. AGREE AND WARRANT that facility use shall be for registered users only and that no registration or portion thereof may be transferred, borrowed, lent or used by any other person than for which the original registration was intended and documented.

PARTICIPANT CONSENT

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and knowing this have signed it freely, voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I, certify that I understand the nature of skateboard, roller-blade, roller-skate and specialty bicycling activities and know my experience and capabilities and believe myself to be qualified to participate in and around such activity.

I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from any and all liability, claims, demands, losses, or damages, incident to my involvement or participation in these activities/facilities as provided above, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent emergency treatment, and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the above Releasees.

I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. I am aware and understand the above warnings and conditions and their ramifications.

I agree to participate, knowing the risks and conditions involved and do so of my own free will.

I affirm that I am at least 19 years of age, or, if I am under 19 years of age, I have obtained the required consent of my parent or legal guardian as evidenced by their signature on page 4 of this release.

Printed Name of Participant:

Date of Birth:

Address:

Phone:

Participant's Signature (only if age 19 or over):

Date:

PARENT/GUARDIAN CONSENT

AND I, the minor child's parent and/or legal guardian, certify that I as parent and/or guardian with legal responsibility for this participant, understand the nature of skateboard, roller-blade, roller-skate and specialty bicycling activities and the minor's experience and capabilities and believe the minor to be qualified to participate in and around such activity.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and knowing this have signed it freely, voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.



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I hereby do consent and agree to my minor child's release, as provided in this agreement which I have read and understand.

I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from any and all liability, claims, demands, losses, or damages, incident to my minor child's involvement or participation in these activities/facilities as provided above, on my minor child's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent emergency treatment, and further agree that if, despite this release, I, my minor child, or anyone on my minor child's behalf makes a claim against any of the above Releasees.

I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

I have instructed my minor child participant as to the above warnings and conditions and their ramifications.

Printed Name of Parent/Guardian:

Address:

Phone:

Parent/Guardian Signature (only if participant is under the age of 19):

Date:



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