# Ontario 5 Pin Bowlers' Association

## ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

**For Participants Over the Age of Majority in the Province or Territory in which the Athletic Activities are Provided by the Organization**

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!**

**Every Person MUST Read and Understand this Waiver Before Participating in Athletic Activities**

The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me (the "Participant") with and for the benefit of the **Ontario Five Pin Bowlers Association**, its directors, officers, employees, volunteers, coaches, officials, business operators, agents and site property owners or Occupiers (the "Organization"). Occupiers is defined in accordance with the definition of Occupiers contained in the Occupiers Liability legislation applicable to the Province or Territory in which the Athletic Activities are provided by the Organization.

1. "Athletic Activities" includes but is not limited to contact and non-contact sports, fitness activities, personal training instruction and activities, use of facilities, and fitness programs and services provided to the Participant by the Organization.
2. I am aware that there are inherent and significant risks ("Risks") associated with the participation in Athletic Activities. I am aware that those Risks include but are not limited to the potential for serious personal injury caused by any event or any condition of the facility or equipment where Athletic Activities are provided by the Organization, and health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps or soreness, and nausea. I understand the Risks are relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in Athletic Activities.
3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Athletic Activities. I agree that although the Organization has taken steps to reduce the Risks and increase safety of the Athletic Activities, it is not possible for the Organization to make the Athletic Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Athletic Activities.
4. I acknowledge my obligation to immediately inform the nearest employee or others of the Organization if I feel any pain, discomfort, fatigue or other symptoms that I may suffer during and immediately after my participation in Athletic Activities. I understand I may stop participation at any time, and I may be requested to stop by an employee or others of the Organization who observes any symptoms of distress or abnormal response.
5. I confirm that I have reached the age of majority in the province or territory in which I am participating in Athletic Activities.
6. In addition to consideration given to the Organization for my participation in Athletic 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 Organization;
   b. to release and forever discharge the Organization from all liability for all personal injury, death, property damage, or loss resulting from my participation in the Fitness 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 of judgment of the Organization; and
   c. to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Athletic Activities.
7. I agree that this waiver and all terms contained within are governed exclusively by the laws of the Province or Territory of Canada in which the Athletics Activities are provided to me by the Organization. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory. Any litigation to enforce this waiver must be instituted in the Province or Territory in which the Athletic Activities are provided by the Organization.
8. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

☐ Please initial the box after reading and understanding the above statements and conditions.

**Please Print Clearly**

| **Participant Name** | **Participant Address** | **Participant Signature** |
|---|---|---|
| **Organization Witness Name** | **Organization Witness Signature** | |
| **Signed this day of , 20** | | |