

## WAIVER OF CLAIMS AND ASSUMPTION OF RISK

WARNING: BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SUE. PLEASE READ CAREFULLY.

Name of Participant (please print): \_\_\_\_\_

Address of Participant: \_\_\_\_\_

### Assumption of Risks:

In consideration of \_\_\_\_\_ (INSERT NAME) being allowed to participate in **Young Men's Christian Association of Sault Ste. Marie** day camp activities (the "Activities") to take place at the property referred to as the Waterfront Adventure Centre and municipally known as 18 McPhail Avenue, Sault Ste. Marie, ON P6A 3K4 (the "Facilities") the undersigned acknowledges, appreciates and agrees as follows:

1. TO WAIVE ANY AND ALL CLAIMS, demands, lawsuits, costs and expenses (including legal fees and disbursements) that I have or may have in the future against **The Sault College of Applied Arts and Technology** (the "College") and its governors, officers, employees, students, agents, volunteers and independent contractors (all of whom are collectively referred to as "the Releasees") in respect of any and all illness, disability, death, or loss or damage to person or property, including without limitation Covid-19 exposure or transmission, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
2. I AM FULLY AWARE of the risks and hazards inherent in my attendance at the Facilities and participation in the Activities and I voluntarily, knowingly and freely assume all risks associated with participating in the Activities at the Facilities, including but not limited to my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to **Young Men's Christian Association of Sault Ste. Marie** or their staff and/or volunteers), any and all illness, disability, death, or loss or damage to person or property, including without limitation Covid-19 exposure or transmission.

In signing this Waiver, I confirm that I am not relying on any oral or written representations or statements made by the Releasees with respect to the risk of exposure or transmission of Covid-19, other than what is set forth in this agreement.

I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the Activities.

Participant signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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PLEASE CHECK ONE: \_\_\_ I am at least 18 years old; or \_\_\_ I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

**PARENTAL ACCEPTANCE REQUIRED FOR ALL PARTICIPANT'S UNDER THE AGE OF 18:**

I am the parent or guardian of the Participant who has signed this agreement. I have read the agreement and understand that it is a full and final waiver and release from any claims for loss or damage that the Participant may suffer. I consent to the Participant's participation in the Activities and approve all of the terms of the Agreement on the Participant's behalf. I agree to indemnify the College, its agents, servants, and employees from any claims that might be made against them by or on behalf of the Participant.

Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED AND WITNESSED BEFORE THE ATTENDEE MAY PARTICIPATE IN THE ACTIVITIES.**