

## TISC – ISM Acknowledgment, Consent, Undertaking, Release, Waiver and Indemnity

I acknowledge that the sport of inline speed skating is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. There are both known and unanticipated risks. The known risks include, but are not limited to, those caused by the challenges inherent in competitive athletic training, activities and events, by terrain, facilities, temperature, weather, the physical and mental condition of athletes including my own physical and mental condition, my acts or omissions or failure to act, first aid, emergency treatment or other services rendered, consumption of food or drink, lack of hydration, latent or apparent defects or conditions in any equipment or property supplied by the Toronto In-line Skating Club ("TISC"), Inline Skating Mississauga ("ISM") or other persons and/or entities, vehicular traffic and actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or organizers of activities and events. I understand and acknowledge that the above listing is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, foreseeable or unforeseeable, may also result in injury, or damage to myself or property, and I expressly accept and acknowledge those risks not specifically listed above as well. I expressly accept and acknowledge that TISC-ISM -sponsored activities also involve the risk of severe economic and property loss and damage. These risks are not only inherent to athletes, but are also present for volunteers. Being aware that engaging in, participating in, or observing TISC-ISM -sponsored practices, activities and/or events and related activities entails the risk of injury to myself and the risk of injury to participants, spectators, or other third parties, I expressly agree, covenant, and promise to accept and assume all responsibility and risk for injury, death, illness or disease, damage to myself or to property, to participants, spectators or to other third parties and their property, arising from or relating to my participation in or observing TISC-ISM -sponsored practices, activities and/or events and all related activities. I am voluntarily electing to participate in, attend, and/or observe TISC-ISM -sponsored practices, activities and/or events and related activities in spite of these risks.

Please Initial \_\_\_\_\_

I hereby assume all of the risks of participating and/or volunteering in TISC-ISM practices, activities and/or events. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

Please Initial \_\_\_\_\_

I hereby agree that if at any time I feel any TISC-ISM -sponsored practice, activity or event to be unsafe or if I observe unsafe behavior on the part of other participants/observers, I will immediately notify the appropriate TISC-ISM officials and refuse to participate in any further activities or events until all unsafe conditions observed by me have been remedied.

Please Initial \_\_\_\_\_

I certify that I am physically fit, have sufficiently trained for participation in TISC-ISM -sponsored practices, activities and/or events and have not been advised otherwise by a qualified medical person. In the event that I am advised by medical authorities not to participate in TISC-ISM -sponsored practices, activities and/or events or I become injured, ill or physically unfit to participate in same, I undertake not to participate until I become physically fit.

Please Initial \_\_\_\_\_

In consideration of my application and permitting me to participate in TISC-ISM -sponsored practices, activities and/or events, I hereby take action for myself, my personal representatives, legal representatives estate trustees, executors, administrators, guardians, heirs, distributees, legatees, next-of-kin, successors, and assigns as follows:

(A) Irrevocably waive, release and forever discharge from any and every claim, demand, action or right of action of whatever nature or kind, either in law or in equity, and all liability for my death, disability, disease, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me in connection with my participating in, or my traveling to and from, TISC-ISM -sponsored practices, activities and/or events, the TISC – ISM clubs, their past, present and future

directors, officers, members, employees, servants, volunteers, representatives, and agents, event holders, event sponsors, event directors, event volunteers, and event officials, Roller Sports Ontario, Roller Sports Canada, the Toronto District School Board, the Toronto Catholic School Board, the City of Toronto, the Corporation of the City of Mississauga, and their past, present and future directors, officers, members, employees, servants, volunteers, representatives, and agents, event holders, event sponsors, event directors, event volunteers, and event officials (collectively the "Releasees");

Please Initial \_\_\_\_\_

(B) Indemnify and Hold Harmless the Releasees for myself, my personal representatives, estate trustees, executors, administrators, heirs, legatees, next-of-kin, successors, and assigns (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and the sponsors of TISC-ISM -sponsored practices, activities and/or events, the organizers and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which practices and/or events will be held, (the foregoing are also collectively deemed to be Releasees) FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEE'S OWN NEGLIGENCE which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation in or association with TISC-ISM -sponsored practices, activities and/or events or travel to or return from TISC-ISM -sponsored practices, activities and/or events.

Please Initial \_\_\_\_\_

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during any TISC-ISM -sponsored practice, activity or event. In connection with any injury that I may sustain or other medical conditions I may experience during my participation in or attendance at any TISC-ISM -sponsored practice, activity or event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

Please Initial \_\_\_\_\_

I expressly agree that this Acknowledgment, Consent, Undertaking, Release, Waiver and Indemnity is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full force and effect.

I have read and understood this Agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors administrators and assigns may have against the Releasees.

Please Initial \_\_\_\_\_

**Signature of Participant**

\_\_\_\_\_ Date \_\_\_\_\_

### PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**Signature of parent or guardian of minor**

\_\_\_\_\_ Date \_\_\_\_\_