



**APPENDIX B
VOLUNTEER/PARTICIPANT
RELEASE OF LIABILITY & WAIVER**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY!

NAME Last: First: Initial: Telephone:
 ADDRESS Street: City: Province: Ontario
 Postal Code: e-mail:
 PERSONAL Birth Date: Age: Gender:

TO: The Town of Gravenhurst

A. ASSUMPTION OF RISKS — I am participating in the _____
 I understand that I must accept full responsibility for the risks, dangers and hazards that I am assuming by participating in this event. These risks, dangers and hazards may include _____ (describe the nature of some of the risks). I freely accept and fully assume all the risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from my participation in this event.

B. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY CONTRACT — In consideration of the Town of Gravenhurst permitting me the opportunity to participate in the above, and for other valuable consideration that I acknowledge is sufficient and that I have received, I agree as follows:

I WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Town of Gravenhurst and I RELEASE the Town of Gravenhurst from any and all liability for any loss, damage, or injury including my death that I may suffer or that my next of kin may suffer as a result of my participation in this event, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED TO ME BY the Town of Gravenhurst, OR FAILURE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THIS EVENT.

I HOLD HARMLESS AND INDEMNIFY the Town of Gravenhurst from any liability for any property damage or personal injury to any third party resulting from my participation in the above noted event. The parties are invited to obtain independent legal advice, which shall be deemed to have been obtained or waived by the signing of this waiver.

This Contract is to fully bind my heirs, next-of-kin, executors, administrators, assigns and representatives.

This Contract and any rights, duties and obligations between me and the Town of Gravenhurst shall be governed by and interpreted solely by laws of the Province of Ontario.

Any litigation involving the Town of Gravenhurst and me must be brought only in Gravenhurst and is the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering into this Contract I am not relying on any oral or written representations made by the Town, all Municipal officers, employees, servants and agents, officers, employees, servants and agents of its Boards and Commissions regarding the safety of the event, other than what is set forth in this Contract.

C. ACKNOWLEDGEMENT OF NO INSURANCE — I am aware that the Town of Gravenhurst does not provide me with any disability, accident or medical insurance or compensation and that I am not covered by Workers' Compensation, should I become injured while participating in the event. I acknowledge that I should consult with my own insurance broker regarding any insurance coverage that I may require.

Volunteer	Guardian
Initial	

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS CONTRACT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS CONTRACT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY GUARDIANS, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE TOWN OF GRAVENHURST.

Signature of Volunteer/Participant: _____ Date: _____

Witness: _____ Date: _____

GUARDIAN of Minor Child - please see and sign 'Consent and Execution by Guardian' section.