



In consideration of the acceptance of this agreement and the Attendee being allowed to use or attend at the City of Greater Sudbury Facility (the "Activities"), the undersigned acknowledges, appreciates and agrees as follows:

I expressly acknowledge and agree that my attendance at the City of Greater Sudbury Facility (the "City Facility") and participation in the Activities may involve the risk of serious injury and/or death and/or loss or damage to my property, and that participation includes possible exposure to and illness from infectious diseases, including but not limited to COVID-19.

I am fully aware of the risks and hazards inherent in my attendance at the City Facility and participation in the Activities, and I voluntarily, knowingly and freely assume all risks associated with participating in the Activities at the City Facility, regardless of severity, including but not limited to my own actions or inactions (and/or the actions or inactions of my minor child/ward), the actions or inactions of others including but not limited to the City of Greater Sudbury and all of its elected and non-elected officials, officers, employees, agents, contractors, and subcontractors, servants, volunteers, successors and sponsors (collectively the "City" or "CITY"). I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin, and those for whom I am responsible at law, **HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, INJURY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OF THE CITY** to the fullest extent permitted by law.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING, IF APPLICABLE):

I, for myself, my spouse (if any), and child/ward do consent and **AGREE TO TAKE FULL RESPONSIBILITY FOR ANY LOSS OR INJURY SUSTAINED BY MY CHILD/WARD**. I, for myself, my spouse (if any), and child/ward do consent and agree to the Attendee's release provided above for The City. **MYSELF AND MY SPOUSE (IF ANY), AND CHILD/WARD DO RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY FORM ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S/WARD'S PRESENCE AND/OR PARTICIPATION IN THE ACTIVITIES.**

I have read this document in its entirety and fully understand its terms. I understand that I (on behalf of myself, my spouse (if any), and my child and also on behalf of my heirs, assigns, personal representatives, next of kin, and those for whom I am responsible at law) am giving up substantial legal rights by signing below, including the right to sue the City. 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 or breach of any statutory or other duty of care of the City, and also fully accept all the inherent risks of participating in the Activities.

Print Name of Attendee: _____ Print your Name: _____

Signature: _____

Date: _____

Notice of Collection

Personal information on this form is collected under the authority of section 10 the *Municipal Act, 2001*, S.O. 2001, c.25 and will be used to enroll the Attendee in the City of Greater Sudbury's program. Questions about the collection of your and the Attendee's information may be directed to Leisure Services at P.O. Box 5000, Station A 200 Brady Street, Sudbury, ON P3A 5P3 or by calling 311 and asking for the Leisure Services Department. Pursuant to Ontario's *Electronic Commerce Act, 2000*, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same document.