



Kawarthas

**ACKNOWLEDGEMENT OF RISK, WAIVER AND
RELEASE OF LIABILITY
(CHILD CARE, GENERAL PROGRAMS/SERVICES)
BGC KAWARTHAS**

Participants Name: _____ Gender: _____
(the "Participant")

Registration Date: _____ Participants Age: _____

Name of Programs – Child Care, General Programs / Services and related activities, events and occurrences and/or Activities: (collectively, the "Activities")

PLEASE READ CAREFULLY AND SIGN BELOW

Except as expressly identified by me in the Participant *Application and Registration Form*, I am not aware of any health or medical conditions the Participant may have that would suggest to me that the Participant should not be a participant in the Activities operated or provided by BGC Kawarthas (the "Club"). I have not been advised that the Participant should not participate by a qualified health care provider, or otherwise.

I understand that there is risk of serious injury, harm or death to the Participant arising from participation in the Activities, which may include injuries sustained from falling (of the Participant, or others, or the falling of objects), collision (with equipment, projections on the floor or otherwise, or with other participants, etc.,) or the failure to operate or maintain properly, or the misuse of, the facilities and/or equipment utilized for the Activities, in which I have requested the Participant be permitted to participate. I understand that this form shall bind me and apply to all of the Activities and other activities and programs operated by the Club and in which the Participant may participate, including travel and the transportation of the Participant.

In consideration of the Participant being permitted to participate in, or be a member of, any of the present and/or future programs operated or provided by the Club and, in particular, the Activities and all of the related activities, events and occurrences (including transportation of the Participant), and on behalf of both the Participant and myself (including my trustees, administrators, heirs, next of kin, successors and assigns), I hereby and irrevocably waive, release and discharge BGC Kawarthas, including all of its employees, directors, officers, agents, trustees, representatives, contractors, sub-contractors, drivers, volunteers, other participants and/or members, predecessors, successors and assigns (the "Releasees"), for and from any and all injury, harm and/or damages of any kind, howsoever caused or arising, including those arising from the Releasees' own negligence, as well as any and all liability arising from, or related to, directly or indirectly, the Participant's death, disability, personal injury, property damage or property theft, and any other claims for damages the Participant or I may have now or in the future, including those related directly or indirectly to the Participant's participation in the Activities.

I understand that this form will be used against me in any proceeding in which I make any claim of any kind against the Releasees, on my own or on behalf of, or as a representative of, the Participant.

I represent and warrant that I am the parent, natural guardian and/or legal guardian of the Participant, who is a minor, and who is also seeking permission to participate in the Activities at my request and, in such capacity, on my behalf and on the behalf of the minor participant, the Participant, I irrevocably agree to the terms and conditions set out above. ***I also acknowledge being requested by the Club to obtain legal advice before signing below which, despite being so requested, I voluntarily elect not to seek or obtain before signing below.***

READ BEFORE SIGNING:

Participant Signature: _____ Date: _____

Parent/Guardian Signature (if participant under 18 yrs): _____ Date: _____