



## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO BRING A LEGAL CLAIM AGAINST THE CITY.**

**PLEASE READ CAREFULLY!**

**IN CONSIDERATION OF THE CORPORATION OF THE CITY OF STRATFORD GRANTING ME PERMISSION TO ENTER THE ROTARY COMPLEX, ALLMAN ARENA OR DUFFERIN ARENA, I HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

### **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

**I AM AWARE THAT THERE IS A RISK OF ILLNESS INVOLVED IN MY USE OF THE ARENAS.** Due to the ongoing COVID-19 pandemic, there is a risk of contracting COVID-19 through use of or attendance at the arenas for associated activities.

Adherence to all applicable City policies and procedures, and to any and all directions given by City staff regarding COVID-19 mitigation measures, may mitigate but does not eliminate this risk.

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

In consideration of being allowed to voluntarily attend the arenas for associated activities, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby:

- 1. Waive any and all claims, demands, actions, and causes of action** of any kind or nature whatsoever in law, in equity or otherwise that I have or may in the future have against the Corporation of the City of Stratford, its members of council, officers, directors, employees, agents, and representatives (all of whom are hereinafter collectively referred to as the "City") which arise as a direct or indirect result of my or my family's participation in attendance at the arenas;
- 2. Release and Discharge** the City from any and all liabilities for any loss, damage, injury or expense I or my child may suffer, or that my or my child's next of kin may suffer as a result of my or my family's attendance at the arenas, due to any cause whatsoever, including negligence, breach of contract, or breach of the statutory or other duty of care. I acknowledge my responsibility to ensure adequate medical, personal health, dental and accidental insurance coverage, as well as protection of my or my family's personal property.
- 3. Agree to hold Harmless and Indemnify** the City from any and all liability for any damage to property of, or personal injury to, any person, resulting from my or my family's attendance at the arenas.

## **AGREEMENT**

**I agree** to adhere to all policies, procedures and directions given by the City relating to my or my family's attendance at the arenas.

**In entering into this Agreement**, I am not relying upon any oral or written representations or statements by the City other than what is set forth in this Agreement.

**This Agreement shall be Effective and Binding** upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

**This agreement** shall be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

**In signing** this form, I hereby acknowledge and represent that I have fully read this Agreement, I understand it and agree to it voluntarily, and that I am 18 years of age or older and of sound mind.

**I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT CHECKING THE BOX BELOW SHALL HAVE THE SAME EFFECT AS AFFIXING MY SIGNATURE TO THIS AGREEMENT, AND THAT BY DOING SO I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES WHICH MAY OTHERWISE BE AVAILABLE TO ME OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND/OR ASSIGNS REGARDING ANY LOSSES I MAY SUSTAIN AS A RESULT OF MY ATTENDANCE AT THE ARENAS.**

**READ ENTIRE AGREEMENT BEFORE SIGNING**

**IF SIGNING FOR A PERSON UNDER THE AGE OF 18:**

I am the lawful guardian of the child listed as the participant on this form. As the lawful guardian of the participant named above, I understand that by checking the box below, I am agreeing on behalf of the participant to be bound by this Agreement.

Name of Parent/Legal Guardian: \_\_\_\_\_

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

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