

THE ONTARIO SENIOR GAMES ASSOCIATION
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (For Participants)

WARNING! By signing this document, you will waive certain legal rights. Please read carefully

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a participant in the activities, programs and events of the Ontario Senior Games Association (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. The Ontario Senior Games Association, and its directors, officers, members, employees, coaches, volunteers, officials, participants, agents, sponsors, organizers, districts, and representatives, in addition to the Province of Ontario, all municipalities within the OSGA designated District, (the "Organizations") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a participant or volunteer during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organizations.

I have read and agree to be bound by paragraphs 1 and 2

Description of Risks

3. I am aware that the Activities which I am entering, may be extremely difficult and hazardous even for well-conditioned athletes under the most favorable conditions.
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
- a) The risks, dangers and hazards particular to the Activities in which I am participating;
 - b) Exerting and stretching various muscle groups;
 - c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - d) Failing to play safely or within one's ability or to remain with designated areas;
 - e) Physical contact with other people;
 - f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - g) Failing to comply with the rules established for participation;
 - h) Falling, tumbling or hitting other surfaces;
 - i) Falling to the ground due to uneven, slippery or irregular surfaces;
 - j) Contacting, colliding or being struck by other individuals, equipment, stands, or benches;
 - k) Extreme conditions which may result in heatstroke, hypothermia, heart attack, stroke, dehydration or any other condition that results from being exhausted; or

Agreement to Terms and Release of Liability

5. In consideration of the Organizations allowing me to participate, I agree:
- a) That my physical condition has been verified by a medical doctor to participate in the Activities and no medical condition will be worsened by my participation in the Activities;
 - b) That I have trained adequately for the Activities;
 - c) That the sole responsibility for my safety remains with me;
 - d) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - e) To ASSUME all risks arising out of, associated with, or related to, my participation;
 - f) To WAIVE any and all claims that I may have against the Organizations now or in the future;
 - g) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events, and programs of the Organizations; and
 - h) To FOREVER RELEASE the Organizations from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have now or in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organizations.

I have read and agree to be bound by paragraphs 3-5

Acknowledgment

6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Signature of Participant

Printed Name of Participant

District

Date

CONSENT FOR MEDICAL TREATMENT
(Participants and Volunteers 18 and over)

I, _____ (*name of participant*), give permission to the Ontario Senior Games Association to make decisions concerning medical care and treatment, and where necessary to authorize such care and treatment.

I understand that the Ontario Senior Games Association will make every reasonable effort, in the circumstances, to contact _____ (*Contact*) at _____ (*telephone*) regarding my medical status in the event medical care or treatment is required. In the event that _____ (*Contact*) cannot be contacted, I hereby give my permission to the licensed physician, dentist, athletic therapist, nurse or other medical professional whose services might be required to provide medical care and treatment,

By signing here, I indicate that I have the understanding and capacity to communicate health care directives for my myself and that I am fully informed as to the contents of this document and understand the full import of this grant of powers to the Ontario Senior Games Association.

Date: _____ Signature of Participant: _____

Witness: _____

IMAGE CONSENT FORM AND RELEASE

1. I hereby grant to the Ontario Senior Games Association and its agents on a worldwide basis, the permission to take, use and copyright in their own name photographs, videotapes, digital and video images, films, voice recordings or any other likeness of me (collectively the "Images"), to use, transmit, publish and sell such Images, in any format, style, form or media. This consent will remain in effect in perpetuity.
2. I further agree that all Images, plates, negatives and masters relating to the foregoing will be owned by the Ontario Senior Games Association.
3. I hereby fully release, discharge, and agree to save harmless the Ontario Senior Games Association, for any and all claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images or taking, publication, sale, distortion of the Images, plates, negatives, and masters or any other likeness or representation of me that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriate of personality or invasion of privacy.
4. **I UNDERSTAND AND AGREE**, that I have read and understood the terms and conditions of this document. On behalf of me, my heirs and assigns, I agree that I am signing this document voluntarily and to abide by such terms and conditions.

Signed at this ___ day of _____, 20 .

Print Name of Participant: _____

Signature of Participant: _____

District _____