

**THE ONTARIO SENIOR GAMES ASSOCIATION**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (For Volunteers over 18)**

**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 Volunteer in the activities, programs and events of the Ontario Senior Games Association (collectively the "Activities"), the undersigned, being the Volunteer and/or Parent/Guardian of the Volunteer (collectively the "Parties") 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.

***We have read and agree to be bound by paragraphs 1 and 2***

**Description of Risks**

3. The Volunteer is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities and may be exposed to such risks, dangers and hazards which can be severe and even fatal. The risks, dangers and hazards include, but are not limited to injuries from 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 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**

4. In consideration of the Organizations allowing the Volunteer to participate in Activities, the Parties agree:
- a) That Volunteer has been adequately trained for the Activities,
  - b) 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 the Volunteer's in the activities, events, and programs of the Organizations

***We have read and agree to be bound by paragraphs 3 and 4***

**Acknowledgment**

5. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
District

\_\_\_\_\_  
Date