

**WOOLWICH BULLDOGS  
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

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**THIS IS A BINDING LEGAL AGREEMENT  
CLARIFY ANY QUESTIONS OR CONCERNS BEFORE SIGNING**

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**Parties**

1. This Agreement is entered into by and between:
  - a) Woolwich Bulldogs, a not-for-profit incorporated in Ontario, hereinafter referred to as the "Organization"; and
  - b) The Participant is an individual who has voluntarily decided to participate in the Activities as defined in this Agreement. If the Participant is under 18 years of age, "Participant" shall include both the minor and their parent(s) or legal guardian(s) who must execute this Agreement on behalf of the minor.
2. The Participant enters this Agreement with the Organization, affiliates, predecessors, successors, assigns, employees, contractors, volunteers, staff, agents, sponsors, instructors, coaches, owners/operators of the facility in which the Activities take place, and all other persons or entities acting in any capacity on its behalf (collectively the "Released Parties").

**ACTIVITIES**

3. The Activities related to the sports of pickleball, basketball, and volleyball provided or organized by the Organization include, but are not limited to:
  - a) Games, tournaments, practices, and competitive events (whether formal or informal) for pickleball, basketball, and volleyball;
  - b) Training activities, including but not limited to, personal training, group training, dry land training, and specialized coaching sessions for pickleball, basketball, and volleyball;
  - c) Use of strength training and fitness conditioning equipment, machines, facilities, and any associated amenities or equipment, whether provided by the Organization or third parties;
  - d) Nutritional and dietary programs;
  - e) Instructional sessions and lessons; and
  - f) Aerobic and anaerobic conditioning programs;
  - g) Travel to and from any Activities; and
  - h) Use of any facilities, equipment, or premises in connection with any Activities.

**DESCRIPTION AND ACKNOWLEDGEMENT OF RISKS**

4. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including, without limitation, the potential for serious bodily injury, permanent disability, paralysis, death, and any other losses. The sports of pickleball, basketball, and volleyball are played on surfaces that can be hard, slippery, and dangerous, including epoxied concrete floors, wooden courts, and other gymnasium surfaces.
5. The participant further acknowledges the following risks:
  - a) A pertinent risk to participating in the sports of basketball and volleyball is the risk of suffering a serious head injury should the Participant fall, trip, or stumble onto the floor or court surface.
  - b) The Participant is participating voluntarily in the Activities and acknowledges the associated risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:
    1. Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, quick turns, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including but not limited to viruses of all kinds, infectious diseases, bacteria, parasites or other organisms or any mutation thereof.
    2. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors,

- courts, or other surfaces; collision with natural or man-made objects; extreme weather conditions; travel to and from premises.
3. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
  4. Contact: contact with pickleball paddles, basketballs, volleyballs, nets, court dividers, standards, poles, other equipment, vehicles, or other persons, which may or may not be related to pickleball, basketball, or volleyball, and may lead to serious bodily injury, including but not limited to bruises, cuts, scrapes, sprains, strains, broken bones, dental injuries, concussions and/or other brain injury, back and spinal injuries, or serious spinal injury
  5. Advice: negligent advice regarding the Activities, including but not limited to instruction, coaching, and safety guidance.
  6. Ability: Failing to act safely or within my own ability or within designated areas.
  7. Sport: the games of pickleball, basketball, and volleyball and their inherent risks, including but not limited to, running, jumping, sliding or slipping on the court surface, serving and returning the pickleball/volleyball, shooting or passing the basketball, stepping onto the playing surface from the walkway or onto the walkway from the playing surface, stepping over dividers that divide courts, rapid movements and quick turns and stops, physical agility, and physical contact with other players.
  8. Cyber: privacy breaches, hacking, technology malfunction or damage, including but not limited to risks associated with registration systems, payment processing, and communication platforms, whether or not caused by third-party service providers.
  9. Conduct: My conduct and conduct of other persons, including any physical altercation between participants, whether intentional or unintentional, during the Activities or in the facilities.
  10. Travel: Travel to and from the Activities.

## **TERMS**

6. In consideration of the Organization allowing the Participant to participate in the Activities (as defined in this Agreement), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree:
  - a) That when the Participant practices or trains in any space not owned or controlled by the Organization, the Parties assume full responsibility for the Participant's surroundings, location selection, and equipment used by the Participant;
  - b) The Participant represents and warrants that their mental and physical condition is appropriate to participate in the Activities, acknowledging that they have sought appropriate medical advice where necessary, and the Parties assume all reasonable risks related to the Participant's mental and physical condition;
  - c) To comply with the rules and regulations for participation in the Activities;
  - d) To comply with the rules of the facility or equipment;
  - e) If the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
  - f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant warrants and agrees that they will not participate if impaired in any way by alcohol, drugs (including prescription medications), illness, fatigue, or any other condition that could impair their judgment or physical capabilities. The Organization reserves the right, based on reasonable observation and assessment by authorized personnel, to remove any Participant from Activities if they demonstrate clear signs of impairment that could pose a safety risk to themselves or others. The Organization will exercise this right in good faith and in accordance with applicable human rights and disability accommodation laws;
  - g) It is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
  - h) They are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.
  - i) That the Parties are not relying on any oral or written statements made by the Organization or their agents to agree to participate in the Activities; and

- j) The Released Parties shall exercise reasonable care to prevent damage to or loss of the Participant's vehicle, property, equipment, or personal belongings while on the Organization's premises. The Organization recommends that valuable items be secured in the provided lockers or left at home. The Organization's liability for loss or damage to property shall be limited to instances of proven negligence by the Organization or its staff, subject to the provisions of the Occupiers' Liability Act of Ontario. The Participant hereby releases and forever discharges the Released Parties from any and all liability, claims, demands, damages, actions, or causes of action arising from or related to any loss, damage, injury, or expense that the Participant may suffer as a result of participation in the Activities, except where such loss, damage, injury or expense results from the gross negligence or willful misconduct of the Released Parties.

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

7. The Participant acknowledges and agrees to the following terms:
  - a) The Participant accepts all risks related to participating in the Activities (as defined in this Agreement) and gives up any right to make claims, both now and in the future, against the Released Parties (as defined in this Agreement).
  - b) The Participant understands and accepts that participating in the Activities may result in personal injury, death, property damage, and financial losses (including loss of income), resulting from participation in the Activities.
  - c) The Participant agrees to protect and reimburse the Released Parties against any claims or damages caused by the Participant's intentional wrongdoing or seriously careless conduct during the Activities. This does not apply if the Released Parties were negligent or acted wrongfully themselves.
  - d) The Participant agrees not to sue the Released Parties for accidents or ordinary mistakes that cause injury or loss during the Activities. However, the Participant maintains the right to sue if the Released Parties act with serious carelessness or cause harm intentionally;
  - e) NOT TO SUE THE RELEASED PARTIES, whether directly or indirectly, from the Participant's participation in any aspect(s) of the Activities; and
  - f) The Participant agrees to protect the Released Parties from any legal costs, fees, or damages they might face if the Participant (or someone acting for the Participant) makes a claim against them, except as specifically allowed above.
  - g) This Agreement covers all types of accidents or mistakes by the Released Parties, to the fullest extent allowed by Ontario law.
  - h) This Agreement applies to all Activities and facilities provided by or available at the Released Parties, whether supervised or unsupervised.

#### **JURISDICTION**

8. This Agreement shall be governed by and interpreted in accordance with the laws of Canada and the province or territory where the Activities occur, without regard to conflict of laws principles. Any dispute arising from this Agreement shall fall within the jurisdiction of the courts of the province or territory where the Activities take place.

#### **SEVERABILITY CLAUSE**

9. If any portion of this Agreement is held invalid, void or unenforceable, the remaining portions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **ACKNOWLEDGEMENT**

10. The Parties acknowledge that they have read this Agreement, understand its terms and conditions, and have executed this Agreement voluntarily. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, and legal representatives.

## **PHOTO RELEASE**

I hereby grant **Woolwich Bulldogs** permission to take, use, reproduce, publish and distribute photographs, videos, and other recordings of the participant during program sessions for promotional purposes, subject to applicable privacy laws, including PIPEDA. I understand I can access, correct, or request deletion of these materials as per Canadian privacy legislation. This permission is limited to the Organization's official website, social media accounts, marketing materials, and communications with Provincial/Territorial Pickleball, Basketball, and Volleyball Associations. The Organization shall not sell or transfer these materials to third parties. I may revoke this permission at any time by written notice, and the Organization shall cease using any new materials within 30 days of such notice. I understand this permission is optional and will not affect my ability to participate in activities.