

BGC LONDON (BOYS & GIRLS CLUB OF LONDON)
RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

INITIAL

Name	Last	First	Phone
Address	Street		
	City	E-mail	Birth date / /
	Postal Code	Parent	Phone
	Medical Condition which may impact my ability to take part in activities (see below)	List:	
		None _____ (initial)	

TO: Boys & Girls Club of London and the Boys & Girls Club of London Foundation (together the “BGCL”) and their directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the “Releasees”).

COVID – 19 COVID-19 is a contagious disease (“Covid”). We care about you, your family, our employees and the public. We strive to obey the law and follow Covid guidelines and implement all risk mitigation measures. However there are significant health risks and high risk of transmission through physical or shared contact. COVID-19 is novel and, because it can be transmitted through physical or shared contact with another person, the risk of contraction from engaging in sport activities may be foreseeable.

ASSUMPTION OF RISKS

I am aware that the activities at the **BGCL** programs involve risks and dangers that may cause serious injury and even death, and loss or damage to personal property. These risks are inherent in the activities and cannot be eliminated without altering their character and value. The risks include, among others, the following: contracting Covid; moving about the BGCL premises; negligence on the part of myself and/or other participants; negligence of the BGCL and its staff, including the improper use of equipment; the breakage and failure of equipment and structures; over exertion, together with other risks which may be encountered and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

The **BGCL** programs are designed for use by participants of average strength, mobility and fitness who are in good health. Several medical conditions, including but not limited to obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, or joint and muscular-skeletal problems may impair the safety and well being of participants as may other medical, physical, psychological or psychiatric problems. All such medical conditions may increase the risk of participating in the programs and cause the participant to be a danger to themselves or others. Participants with underlying medical, physical, psychological or psychiatric conditions must evaluate their condition and their ability before choosing to participate in the programs. All participants must inform BGCL in writing of any such medical, physical, psychological or psychiatric conditions before participating in any programs. The Releasees reserve the right to prevent any person, for medical or safety reasons, from participating in the programs at any time.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY USE OF THE BGCL PROGRAMS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting my use of the BGCL PROGRAMS and other facilities at the BGCL (hereinafter referred to as “the BGCL Facilities”), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **RELEASEES**, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my use of or my presence at or on the BGCL Facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE **OCCUPIERS LIABILITY ACT, RSO 1990, c.02** ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the BGCL facilities.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 20__

Signature of parent or Guardian if participant is under 18 years

Signature of participant

Witness Signature (BGCL Staff Member)

Print participant’s name clearly

Please print witness name clearly