

**LIMESTONE BADMINTON CLUB INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

PLEASE READ CAREFULLY

By signing this document, you will waive certain legal rights, including the right to sue

AWARENESS AND ASSUMPTION OF RISK: I am aware that BADMINTON involves risks including risk of personal injury, death, property damage, expense and related loss, including loss of income.

Included in these risks are negligence on the LIMESTONE BADMINTON CLUB, its directors, officers, officials and volunteers, other participants and owners of the facilities where the activities occur (referred to in the rest of this agreement as "LIMESTONE BADMINTON CLUB"), I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Limestone Badminton Club accepting my application to participate in this activity, I agree:

1. To waive any and all claims that I may have in future against Limestone Badminton Club
2. To release the Limestone Badminton Club and others from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of participation in this activity, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care.
3. To hold harmless and indemnify Limestone Badminton Club and others from any and all liability for any damage to property of, or personal injury to, any third party, resulting from participation in this activity.
4. That this agreement is binding on not only myself but my next of kin, heirs, executors, administrators and assigns.

PARTICIPANT CONSENT AGREEMENT

I warrant that the participant named on this form is physically fit to participate in BADMINTON.

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST LIMESTONE BADMINTON CLUB AND OTHERS

Signature of Participant _____ Print name clearly _____

Signature Parent/Guardian _____ Print name clearly _____
(If under 18)

Signature of Witness _____ Print name clearly _____

Signed this _____ day of _____, 2022.

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PARTICIPANT'S NAME:

1. This is a binding legal agreement. As a PARTICIPANT in the sport of BADMINTON and LIMESTONE BADMINTON CLUB (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (if Participant is under 18 years old), (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.
2. LIMESTONE BADMINTON CLUB, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization").

Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:
 - 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.
 - The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities
 - The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID- 19.
4. The Participant 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 and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:
 - Serious injury to all aspects of the Participant's body or to the Participant's general health and well-being.
 - Physical contact with other participants, equipment, and hazards.
 - Failure to act safely or within the Participant's ability or designated areas.
 - Negligence of other persons, including other spectators or participants.
 - Contracting COVID-19 or any other contagious disease.

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - To comply with the rules and regulations for participation in the Activities.
 - To comply with the rules of the facility or equipment.
 - The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way.
 - That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19.

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6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- That the Organization is not responsible or liable for any damage to the Participant’s vehicle, property, or equipment that may occur as a result of the Activities; and
 - That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Ontario.

Acknowledgement

8. 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, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)

Signature of Participant

Date of Birth

Name of Parent or Guardian
(print) (If Under 18)

Signature of Parent or Guardian

Date