

# DISCLAIMER OF LIABILITY & RELEASE

## DISCLAIMER OF LIABILITY & RELEASE OF CLAIMS. IMPORTANT - PLEASE READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS (\*Note\* This Disclaimer and Release are in addition to the Assumption of Risk and Waiver re: COVID-19, attached hereto at page 2)

This Disclaimer of Liability and Release of Claims is to be executed by the participant, or if the participant is a minor, by the participant's parent/guardian. The Application for Program Registration ("Application") will not be accepted unless it has been executed. In consideration of the Town of Innisfil accepting this Application I agree to this Disclaimer of Liability and Release of Claims.

**Disclaimer:** The participant / guardian understands and acknowledges that participation in certain programs requires a certain amount of physical exertion and level of physical fitness and shall consult with the participant's own medical practitioner to determine fitness for participation. Finally, the participant understands and acknowledges that outdoor winter programming in Innisfil typically involves walking on ice, snow, slush, mud, water, etc. The participant assumes all risks associated with his or her participation on the programs offered by the Town of Innisfil, including but not limited to any injury or loss whatsoever resulting from the presence of snow, ice, slush, mud, water, etc. in or around the Town Program area, including any paths/trails/sidewalks/parking lots that the participant may use as a result of their participation in the program. The participant undertakes not to participate in the program without first determining that they are able to do so safely, by taking such reasonable steps as necessary, such as wearing appropriate footwear, not participating in inclement weather and not participating should the Program Area, including any paths/trails, walkways, sidewalks or parking lots leading to the Program Area, not be in a safe condition. The Town of Innisfil accepts no liability for bodily injury, death, property damage, or loss due to any cause whatsoever, including, without limitation, negligence on the part of the Town of Innisfil, including its elected officials, employees and agents.

**Release:** The participant and their parents/guardians waive any and all claims they may now and in the future may have against, and release from all liability and agree not to sue, the Town of Innisfil, and its elected officials, employees and agents. This release includes all claims for bodily injury, death, property or loss sustained by the participant as a result of his or her participation in the programs offered by the Town of Innisfil including, without limitation, negligence on the part of the Town of Innisfil, its elected officials, employees and agents. I hereby give permission for Town of Innisfil to take photographs of my child, children or myself. I understand that the photographs may appear in the Town of Innisfil publications, social media and/or Town of Innisfil web site.

Personal information collected through this registration form is pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended, and will be used for registration and mailing lists. Questions about this collection should be directed to the: Jodi Longland Recreation Coordinator, Town of Innisfil, 2101 Innisfil Beach Road, Innisfil ON, L9S 1A1. Telephone: 705-436-3710.

### Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19

In March 2020, the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Ontario responded to the pandemic with legislative amendments, controls, orders, requests of the public and requests and requirements to persons, including the Town of Innisfil and **YOU**, to change their activities in various ways. In addition, the Office of the Chief Medical Officer of Health for Ontario and the Chief Medical Officer of Health for the Simcoe-Muskoka District Health Unit have released recommendations, instructions, and public guidance.

Although the Town of Innisfil has implemented preventative measures to reduce the spread of COVID-19 at its facilities and programs, the Town cannot guarantee that you or your child(ren) will not become infected with COVID-19. As a result, to permit your and/or your child's attendance at our facility and/or participation in our programs, we ask that you first complete this Assumption of Risk and Waiver of Liability.

### PLEASE READ CAREFULLY: THIS DOCUMENT AFFECTS YOUR FUTURE LEGAL RIGHTS

I understand that this Assumption of Risk and Waiver of Liability Agreement is in addition to, and is not a substitute for, any other documentation or registration information that I might be required to execute by the Town of Innisfil in order to attend the Town facility or enroll in the Town program.

By signing this agreement,

- I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that me and/or my child may be exposed to or infected by COVID-19 by attending the Town facility and/or participating in the Town program and that such exposure or infection may result in personal injury, illness, permanent disability and death.
- I understand that the risk of becoming exposed to or infected by COVID-19 at the Town facility or program may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Town, including its employees, volunteers, contractors, invitees, guests, as well as other Town program participants and their families.

I VOLUNTARILY AGREE, ON BEHALF OF MYSELF, MY CHILD(REN), ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MYSELF AND/OR MY CHILD(REN) (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY AND/OR MY CHILD(REN)'S ATTENDANCE AT THE TOWN FACILITY OR PROGRAM (hereinafter, "CLAIMS"). ON MY BEHALF, AND ON BEHALF OF MY CHILD(REN), ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE CORPORATION OF THE TOWN OF INNISFIL, ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES (hereinafter, collectively "THE TOWN"), OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATED THERETO.

**This copy is for the participant's reference.**

# PROGRAM REGISTRATION TERMS & CONDITIONS

Sport & Recreation programs are developed and operated by the Town of Innisfil in cooperation with the Simcoe County Board of Education and the Simcoe Muskoka Catholic District School Board. The goal is to give citizens of Innisfil a better opportunity to enjoy their leisure time. Most courses will be offered if there are enough people registered and a resource person is available.

## Payment & Registration

- Individuals not registered in the program are not permitted in the facility.
- Innisfil has the right to withdraw any individuals who do not follow the rules and regulations set by the program and/or instructor.
- Any registration forms not signed or otherwise incomplete will not be processed. **Registrations will not be accepted over the phone.**
- **Confirmations:** Drop off and mail in registrations will receive confirmation back through the mail. Walk in registrants will receive confirmations immediately. Online registrants will be responsible for printing their confirmations at the end of their registration.
- **Receipts:** You can obtain a copy of your receipt by logging into your account and clicking on Transaction and Payment History.
- **Seniors:** Seniors (55 years & over) are welcome to a 10% discount on most registration fees. Drop-in programs are not included. 55+ program fees are already discounted.
- **NSF Cheques:** A \$30 fee will be charged to all NSF cheques issued for program registrations.

## Guide Updates:

Program details may change, or new opportunities may be added after the guide has been printed. Please visit [innisfil.ca/activeinnisfil](http://innisfil.ca/activeinnisfil) to view the most up to date programs. We welcome any feedback or suggestions for programming. Email [activeinnisfil@innisfil.ca](mailto:activeinnisfil@innisfil.ca) if you have any questions or concerns.

**All registrants are responsible for their own well-being, possessions and property.**

This includes the risks involved in participating in activities with other members of the community during the COVID-19 pandemic, despite any measures taken by Innisfil to ensure your safety and reduce the spread of COVID-19. Please ensure you read the Disclaimer, Release and Waiver carefully as these may affect your future legal rights. Innisfil will not be responsible for any injuries or damages to person or property associated with participation in any Innisfil's Sport & Recreation Division programs.

## Cancellation & Program Changes

Innisfil has made some changes to the cancellation, withdrawal and refund policies as a result of the COVID-19 pandemic, so please read the below carefully:



- Innisfil reserves the right to withdraw, postpone, cancel, relocate, or combine classes, limit registration or change instructors at any time, for any reason.
- If weather or circumstances force the postponement of a class, every attempt will be made to notify participants in advance. Check the Town's website, Twitter and Facebook for updates. If you are in doubt about a course cancellation, please call the Town of Innisfil before 4:30 p.m. Include your cell phone number & carrier in your account set up to receive text messages regarding the status of your program.
- Cancelled classes may be rescheduled or converted to virtual formats at the Town's discretion. On some occasions, location, day and/or time may have to be adjusted. Registrants in classes that cannot be rescheduled or converted to a digital format will be eligible to a pro-rated refund. Refunds will not be issued for classes that are postponed, rescheduled or converted to a virtual format.

## Withdrawal Process

**Registrants will not be entitled to a refund if the cancellation affects minimum class numbers unless a replacement registrant is found.**

- For all refunds, please allow 3 to 4 weeks after your request to process your refund cheque.
- Credit Card and Interact payments will be refunded on the original card.

## Refunds

**Refunds are subject to a MINIMUM administration fee of \$15.00 per program.**

- **Full Refund:** If the program is cancelled by Innisfil Sport & Recreation Division.
- **Partial Refund:** Participant will receive a refund less a \$15.00 administration fee if their request is received up to 5 business days before the program begins.
- **Credit:** Following the refund guidelines, should a participant request a refund to be placed on their Active Innisfil account they will be charged a reduced administration fee of \$5.00.
- Participants will not receive a refund if the request is received after the midpoint of the program.



**Town facilities are mask-friendly spaces.**

For the safety of your community, please consider wearing a face covering if you can.