

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY.

In consideration of The Corporation of the City of Vaughan Public Library Board (“VPL”) permitting the individual named below (“I” or “me”) to participate in (the “Activities”), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

ASSUMPTION OF RISKS

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES MAY INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF VPL OR OTHERWISE.

WAIVER

I hereby freely and expressly waive and release any and all claims which I have or may in the future have against VPL as well as The Corporation of the City of Vaughan (“COV”) (including their affiliates, and their respective directors, officers, employees, agents, representatives, members of council, successors and assigns (collectively, “Releasees”), arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of VPL, COV, or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against VPL, COV, or any other Releasee, and forever release and discharge VPL and COV and all other Releasees from liability under such claims.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of VPL and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and VPL and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE VPL AND THE RELEASEES.

Participant Name

Participant Signature

Date

Address

If participant in the Activity is a minor: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

Parent/Guardian Name

Parent/Guardian Signature

Date