

Activity Waiver Form

THIS ACTIVITY WAIVER FORM (this “Waiver”) dated this _____ day of _____, _____.

Due to my participation in the TruCoach High Performance Swim Clinic and/or use of property, facilities and services of Orillia Recreation Center, I _____ (First and Last name) and (if applicable) my family members agree to the following:

DETAILS OF ACTIVITY AND AGREEMENT TO FOLLOW INSTRUCTION

1. Scheduled from _____ to _____, the participant will be participating in the following activity: Swimming and learning more in depth about swimming technique with the High Performance Swim Clinic at the Orillia Recreation Center.

For the proper development of the activity, I _____ agree to heed and pay attention to all posted rules, and further agree to follow any oral directions and warnings given by staff of High Performance Swim Clinic and/or Orillia Recreation Center.

CONSIDERATION AND ASSUMPTION OF RISK

2. _____ (the “Participant”) releases and forever discharges the TruCoach High Performance Swim Clinic, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant’s participation in the TruCoach Swim Clinic, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the TruCoach Swim Clinic.

I _____ (the “Participant”) acknowledge that it is my choice to participate in the activity knowing it is voluntary, and made for my enjoyment. I recognize that there are certain inherent risks associated with its development and I accept full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge TruCoach High Performance Swim Clinic for physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss occurring out of my or family’s use of or presence upon the facilities of Orillia Recreation Center, whether caused by me or my family, or other third parties that occurs during the course of the activity. I agree to pay for all damages caused to the facility of Orillia Recreation Center as a result of my or my family’s negligent, reckless, or willful actions.

3. The Participant understands that they would not be permitted to participate in the TruCoach High Performance Swim Clinic unless the Participant signed this Waiver.
_____ (sign)

CONCURRENT RELEASE

4. The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the High Performance Swim Clinic, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

FITNESS TO PARTICIPATE

5. The Participant acknowledges to the TruCoach High Performance Swim Clinic that the Participant does not have any serious physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the High Performance Swim Clinic. If required, the Participant will obtain a medical examination and clearance.

FULL AND FINAL SETTLEMENT

6. The Participant acknowledges and agrees with the TruCoach High Performance Swim Clinic that: (1) the TruCoach High Performance Swim Clinic has given the Participant sufficient time to carefully read this Waiver, (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the TruCoach High Performance Swim Clinic, (4) the Participant is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against TruCoach High Performance Swim Clinic for any property loss or personal injury that the Participant may sustain while participating in or preparing for the TruCoach High Performance Swim Clinic.

GOVERNING LAW

7. The Waiver will be governed by and construed in accordance with the laws of the Province of Ontario.

DISPUTE RESOLUTION

8. If a dispute arises in connection with this Release of Liability, the Parties agree to attempt to resolve the matter by conducting good faith negotiations. If the parties do not settle the dispute through friendly negotiations, the Parties agree to resolve the matter through the following Alternative Dispute Resolution (ADR) procedure.

EMERGENCY CONTACT

9. Name: _____

Phone: _____

I HAVE BEEN GIVEN REASONABLE OPPORTUNITY TO REVIEW AND UNDERSTAND THIS DOCUMENT AND I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL LIGHTS.

(Date)

(Signature from Participant and/or Guardian)