

ADULT WAIVER FOR MINOR PARTICIPANTS

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

In consideration for allowing my minor child/ward to participate in all related events and activities of the Ontario Lawn Bowling Association and/or the Orillia Lawn Bowling Club, I hereby warrant and agree:

I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward,
Namely _____ and

I UNDERSTAND AND AGREE that there is potential risk for injury involved in the training and participation of any physical activity. I further understand and agree that participating in Lawn Bowling is a potentially dangerous activity. Bumps, bruises, scrapes, scratches and soreness are commonplace, and most participants will encounter this sort of minor injury from time to time. More serious injuries are possible, including sprains, strains, twists, cramps and injuries of similar magnitude. The possibility of more serious injury exists, including fractured bones, broken bones, torn ligaments, though most participants do not encounter such serious injuries. There remains, despite safety precautions, the remote possibility of crippling or death. I **FREELY ACCEPT AND FULLY ACKNOWLEDGE** on behalf of myself and my minor child/ward all such risks, dangers and hazards, resulting from my participation in any event hosted or sponsored by Ontario Lawn Bowls Association and/or the Orillia Lawn Bowling Club.

I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this program, and that his/her equipment is mechanically fit for his/her use in this program; and

I understand and it is my responsibility to immediately remove my minor child/ward from participation in the program and notify the nearest official, if at any time I sense any unusual hazard or unsafe condition or if I feel that my minor child/ward is physically, emotionally, or mentally unfit for continued participation in the program. In addition, I shall instruct my minor child/ward and ensure that all applicable rules for participation and safety shall be followed by him/her.

I have read and understand the above statement of risk for my minor child/ward and I assume responsibility for his/her own safety, and I understand and accept the risks involved with his/her participation. I authorize the Ontario Lawn Bowls Association and/or Orillia Lawn Bowling Club to consent to emergency medical treatment in accordance with the best interests of my minor child/ward, should I not be present at the relevant time to grant consent myself. I do acknowledge my responsibility to ensure adequate medical personal health, dental and accident insurance coverage is in effect.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in this program by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures, of the program organizer, the program venue and any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against the Ontario Lawn Bowls Association and/or Orillia Lawn Bowling Club, and its directors, officers, employees, guides and representatives, advertisers, other participants, sponsors (all of whom are collectively referred to as "the Releasees" from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kind may suffer as a result of his/her use of or presence at the lawn bowling 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 OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the program; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE AND HOLD HARMLESS the RELEASEES, and each of them from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.

IN ENTERING INTO THIS AGREEMENT I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT I HAVE THE RIGHT TO INDEPENDENT LEGAL ADVICE, AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL OR MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Signature of Witness to Signature of
Parent/Guardian

Printed Name of Witness

Signed this ____ day of _____ 20 __.

Age of Minor Child/Ward

Emergency Contact: _____

Phone Number: _____