

Town of Hanover | General Liability Release / Waiver & Assumption of Risks

THIS DOCUMENT WILL AFFECT YOU AND YOUR CHILD'S LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

Please Print Clearly

I/We, _____ being the parent(s)/legal guardian(s) of
_____(hereinafter "my/our child"), being a child
under the age of eighteen (18) years, hereby acknowledge and agree:

IN CONSIDERATION OF THE SERVICES BEING PROVIDED BY THE TOWN OF HANOVER, BY SIGNING THIS DOCUMENT:

- A. **ASSUMPTION OF RISKS** – I am / We are aware and understand that the activities involve many risks, dangers and hazards, including but not limited to, the risk of serious injury, illness, disease, death or property damage. I / We acknowledge that my / our child is voluntarily participating in the activities. I / We freely accept and fully assume any and all of the risks, dangers and hazards involved and the possibility of injury, illness and disease, disability, death or property damage, whether caused by the negligence of the releasees, or otherwise.
- B. **INDEMNITY** - I/We, and on behalf of my/our child, hereby release and agree to indemnify the Town of Hanover, its Council, officers, directors, agents, representatives, employees and volunteers from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, including but not limited to, any claims under the *Occupiers' Liability Act*, R.S.O. 1990, c.O.2., as amended and the *Negligence Act*, R.S.O. 1990, c. N.1, as amended, or any other statutory duty of care, any negligence, or breach of contract, and damages, for costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, and any injury, including but not limited to death, arising out of or connected to my/our child contracting of, or being exposed to, COVID-19, COVID-19-related, or other communicable diseases, through accessing or using of a program space or any services received from the Town of Hanover. This release shall be binding upon our heirs and personal representatives.
- C. I/We understand that this release discharges and waives for the benefit of the Town of Hanover, its Council, officers, directors, agents, representatives, employees and volunteers, from any liability or claim that I/we, my/our child, our heirs, or any personal representatives may have with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, COVID-19, COVID-19-related, or other communicable diseases.
- D. I/We represent that I/we have full authority to sign on behalf of my/our child and that my/our signatures binds each other person having authority to make decisions on behalf of my/our child and our heirs, successors, and assigns.
- E. I/We acknowledge and agree that if any term or condition of this General Liability Release / Waiver & Assumption of Risks is invalid or unenforceable under any applicable statute or is declared invalid or unenforceable by a court of competent jurisdiction, then such term or condition shall be deemed to be severed from this General Liability Release / Waiver & Assumption of Risks, provided however, that the remainder of this General Liability Release / Waiver & Assumption of Risks shall not be affected, shall continue in full force and effect and each remaining term and condition shall be valid and be enforced to the fullest extent permitted by law.

F. I/We acknowledge being advised to seek independent legal advice prior to signing this General Liability Release / Waiver & Assumption of Risks.

MY/OUR SIGNATURES BELOW IS CONFIRMATION THAT I/WE HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE AND THAT I/WE AGREE THAT I/WE ARE VOLUNTARILY WAIVING, RELEASING, INDEMNIFYING AND DISCHARGING THE CORPORATION OF THE TOWN OF HANOVER AND ITS COUNCIL, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL CLAIMS.

Date _____

Your Name (Print) _____

Your Signature _____

Witness Name (Print) _____

Witness Signature _____

Version 2022.7.6 | Liability Release Waiver Minor Participant

