

To participate in Excel Gymnastics and/or Brampton Lifesaving Club programs at The Corporation of the City of Brampton's (the "City of Brampton") premises all participants are required to complete the City of Brampton's Waiver Form, without exception. You must be eighteen (18) years or older to sign this agreement. For participants aged 17 and under, waiver forms must be completed by the minor's parent or court-appointed legal guardian, without exception. Relatives, older siblings, friends, group leaders, teachers and others will not be accepted. Submission of waivers by a minor is considered fraudulent. The City of Brampton does not assume responsibility for fraudulent forms or acts. Parents or legal guardians, please ensure you are aware of activities your child is participating in and complete the waiver information as required.

**A. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

I am aware that participating in Excel Gymnastics and/or Brampton Lifesaving Club programs and associated activities (hereinafter collectively known as the "Activities"), involve the risk, danger and hazard of sustaining a concussion or similar head injury. This risk, danger or hazard may be a result of, but are not limited to: falling, mechanical failure of equipment; loss of balance or control; variable and difficult conditions; collision with walls, exposed or hidden structural supports or beams, collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and negligence on the part of the City of Brampton or its staff, including the failure on the part of the City of Brampton or its staff to safeguard or protect me from the risks, dangers and hazards of the activities; your physical strength, conditioning, health, coordination, sense of balance, and ability to follow or give directions while participating in the Activities; poor decision making by you, your program partners, and the presence, actions, balance, and ability to follow or give direction while participating in the Activities; poor decision making by you, your program partners, and the presence, actions (including mistakes) or falls of other persons; failure to act safely or within your own ability or within designated areas prior to or after receiving proper instruction from staff, and/or other persons from the City of Brampton as the case may be.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM THEREFROM.**

INITIAL

**In consideration of engaging in the Activities and admission and/or memberships at the City of Brampton and the use of the Facilities and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:**

**TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future to The Corporation of the City of Brampton, its elected officials, officers, agents, employees, volunteers, and any other person for whom it is in law responsible (hereinafter collectively known as "the Releasees") and to these Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that of my next of kin may suffer resulting from either my use of or my presence in the Facilities or travel due to any negligence or cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of equipment, or poor design or placement of any equipment, or breach of any statutory or other duty of care, including any duty of care under the *Occupiers Liability Act*, R.S.O. 1990, Chapter O.2 on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the activities referred to above

**I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OF OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY USE OF OR PRESENCE ON THE FACILITIES.**

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**I AGREE THAT I HAVE READ, REVIEWED AND UNDERSTAND THE CITY OF BRAMPTON'S [PARTICIPANT CONCUSSION CODE OF CONDUCT](#) AND THAT I ACKNOWLEDGE MY RESPONSIBILITIES AND ROLE IN CONCUSSION SAFETY.**

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**I AGREE AND ACKNOWLEDGE THAT I HAVE READ, REVIEWED AND UNDERSTAND THE [PROVINCE OF ONTARIO'S CONCUSSION AWARENESS RESOURCES](#) APPROPRIATE TO MY AGE GROUP AND/OR THAT OF MY DEPENDENT PARTICIPANT AGED SEVENTEEN (17) AND UNDER.**

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I agree this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity; this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province in which this facility is located and shall be within the exclusive jurisdiction of the Courts of such Province. By entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the activities other than what is set forth in this Agreement.

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**I AGREE TO ABIDE BY ALL THE RULES WHILE USING THE FACILITIES:**

- Not consuming any alcohol or any other substance which would impair sense or judgment prior to or while using the Facilities of the City of Brampton.
- I understand that my privileges or that of my Dependent Participant will be revoked in the event that I engage in any activity deemed unsafe by the staff.
- I will not hold the City of Brampton responsible for any lost or stolen personal belongings.
- All participants must promptly report any equipment defects, unsafe situations, or accidents.
- Formal or informal teaching or coaching of individuals or groups may only be performed by the City of Brampton staff, except by special arrangement. In such event, the City of Brampton assumes no responsibility for lessons taught by others.

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**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND ASK QUESTIONS FOR CLARIFICATION. I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT INCLUDING THE PRECEDING PAGES AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**B. FOR PARTICIPANTS AGES 18 YEARS AND OLDER** *(You must be 18 years or older to sign this section of the agreement)*

PARTICIPANT NAME <i>(last, first name)</i>	PARTICIPANT SIGNATURE	DATE <i>(dd/mm/yyyy)</i>
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**C. FOR PARTICIPANTS AGES 17 YEARS AND YOUNGER**

Parent or Court-Appointed Legal Guardian must sign below for \_\_\_\_\_ and agree that they and the minor are subject to all the terms of this Agreement as set forth above. *(Print Minor's Full Name)*

PARENT/GUARDIAN NAME <i>(last, first name)</i>		PARENT/GUARDIAN SIGNATURE		DATE <i>(dd/mm/yyyy)</i>	
ADDRESS			CITY	PROVINCE	POSTAL CODE
MAIN PHONE #	ALT. PHONE #		EMAIL		
EMERGENCY CONTACT NAME <i>(last, first name)</i>			EMERGENCY CONTACT PHONE NUMBER		

Alternate formats available upon request, please email [accessibility@brampton.ca](mailto:accessibility@brampton.ca) or complete the [Alternate Format Request form](#) to submit your request