



400 NORTH BEACH COURTS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

1. Disclaimer

400 North Beach Courts, its owners, directors, officers, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors, and assigns (collectively referred to as the "**Organization**"), are not responsible for any injury, personal injury, damage, property damage, expense, loss of income, or loss of any kind suffered by a participant during, or as a result of, the sport of beach volleyball and any related programs, activities, or events, caused in any manner whatsoever, including, but not limited to, the **negligence of the Organization**.

2. Assumption of Risks

I am participating voluntarily in the sport of beach volleyball and the activities, tournaments, leagues, and programs of the Organization. In consideration of my participation, I hereby acknowledge that I am aware of the inherent risks, dangers, and hazards associated with or related to beach volleyball. Under Ontario Volleyball rules and facility play, these risks include, but are not limited to, injuries resulting from:

- **Physical Exertion:** Straining or tearing various muscle groups, rapid movements, quick turns, stops, and strenuous cardiovascular workouts.
- **Environmental & Sand Conditions:** Falling, tumbling, or diving into the sand; contact with uneven, deep, hot, wet, or irregular sand surfaces; and hazards concealed within the sand.
- **Collisions & Impact:** Contact, colliding, or being struck by the volleyball, net systems, boundary lines, metal/padded poles, antennas, perimeter fencing, court dividers, benches, or other participants (including teammates and opponents).
- **Weather Conditions:** Exposure to extreme weather elements unique to outdoor play in Ontario, including extreme heat, sunstroke, dehydration, heavy rain, wind gusts, or lightning strikes.
- **Equipment Use:** Failure to play within one's personal abilities, failure to properly use equipment, or the mechanical/structural failure of any facility equipment.

I freely accept and fully assume all such risks, dangers, and hazards, and the possibility of personal injury, death, property damage, or loss resulting therefrom.

3. Release of Liability, Waiver of Claims, and Indemnity

In consideration of the Organization allowing me to participate in its activities, use its courts, and utilize its equipment, I hereby agree as follows:

1. **To Waive Any and All Claims** that I have or may in the future have against the Organization arising out of my participation in beach volleyball or use of the facility.
2. **To Release the Organization** from any and all liability for any loss, damage, injury, or expense that I may suffer, or that my next of kin may suffer, due to any cause whatsoever. This includes **negligence, breach of contract, or breach of any statutory or other duty of care**, including any duty of care owed under the **Occupiers' Liability Act, R.S.O. 1990, c. O.2**, on the part of the Organization.
3. **To Hold Harmless and Indemnify the Organization** from any and all liability for any property damage or personal injury to any third party resulting from my activities and participation at 400 North Beach Courts.
4. 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.

4. Health, Conduct, and Rules

- I certify that I am physically fit and capable of participating in beach volleyball activities at 400 North Beach Courts, and I willingly assume all risks associated with any pre-existing medical or physical conditions.
- I agree to abide by all local regulations, facility guidelines, and competitive gameplay variations enforced by the league/facility administrators.
- I accept sole responsibility for my personal possessions and athletic equipment brought onto the property.

5. Media Release

I hereby grant 400 North Beach Courts permission to photograph, videotape, or otherwise record my image, likeness, or voice during my participation, to be used without compensation for publicity, advertising, or promotional purposes.

6. Severability

If any portion of this Agreement is found to be void or unenforceable under Ontario law, the remaining portions shall remain in full force and effect.

PARTICIPANT ACKNOWLEDGEMENT & SIGNATURE

I CONFIRM THAT I AM **18 YEARS OF AGE OR OLDER**, THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE ORGANIZATION.

Participant's Printed Name: _____

Date of Birth (YYYY-MM-DD): _____ **Phone:** _____

Email Address: _____

Participant's Signature: _____ **Date:** _____

FOR PARTICIPANTS UNDER THE AGE OF 18

(Must be completed by a Parent or Legal Guardian)

I am the parent or legal guardian of the minor participant named above. I have read and explained the risks outlined in this document to the minor, and I hereby consent to their participation at 400 North Beach Courts under the exact terms, liability waivers, and conditions set forth above.

Guardian's Printed Name: _____

Relationship to Minor: _____

Guardian's Signature: _____ **Date:** _____

Disclaimer: While this draft aligns with standard sports waivers under the Ontario Occupiers' Liability Act, waivers are strictly scrutinized by Canadian courts. It's always best practice to have a licensed Ontario lawyer review your finalized document before rollout.