



**Howard Park Tennis Club
Waiver and Release of Liability and Assumption of Risk Acknowledgment**

Definitions:

Facilities means the Howard Park Tennis Club located at 430 Parkside Drive in the city of Toronto, which includes a clubhouse, tennis courts and surrounding grounds;

Indemnitees means Howard Park Tennis Club and the City of Toronto, and their respective elected and appointed officials, directors, officers, employees and agents;

Indemnitor means the individual signing below and his/her heirs, administrators, and executors.

The **Indemnitor** hereby releases the **Indemnitees** from any liability for damages from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, **Indemnitor's** use of the **Facilities** and services provided at the **Facilities**.

Indemnitor represents that:

1. I am 18 years of age or older, or I have obtained the permission of my parent/guardian if I am under the age of 18 years.
2. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
3. I have no physical or psychological conditions, nor any history thereof, which will impair my ability to utilize the **Facilities** and its services in a safe manner.
4. I understand and agree that it is my responsibility to assess the hazards presented by my use of the **Facilities** and services of the **Facilities**, and further agree that I assume all risks associated with the exercise of personal judgment about the use of said **Facilities** and services.
5. I understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and their services, and hereby RELEASE ALL CLAIMS, including but not limited to, personal injury, property damage or destruction, and death, whether caused by NEGLIGENCE, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the **Indemnitees**.
6. My use of the **Facilities** is entirely optional and my own free choice.
7. All personal property of the **Indemnitor** placed at the Facilities shall be at the sole risk of the **Indemnitor**, and the **Indemnitees** shall in no event be liable for loss, deduction, theft, or damage to such property unless caused by or resulting from negligence of the **Indemnitees**.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both

parties agree that any action or proceeding relating to this Agreement will be brought to a court of competent jurisdiction in the Province of Ontario, Canada.

Please print and sign this form, and drop off at the premises.

Date: _____

Name: _____

Signature: _____

Parent or Guardian Signature (if under 18 years of age): _____

Address: _____

Phone: _____

Email: _____