



**TOWN OF AJAX**  
**Recreation, Culture & Community Development**

**Voluntary Assumption of Risk and Waiver of Liability Including COVID-19**

THIS WAIVER & DECLARATION MUST BE COMPLETED PRIOR TO OR UPON VISITING A TOWN OF AJAX RECREATION FACILITY AND BEFORE PARTICIPATING IN ANY ACTIVITY ORGANIZED BY OR PROVIDED THROUGH THE **TOWN OF AJAX**.

**RECOMMENDATION**

You and/or your parent or guardian are urged to consult with the participant's family medical practitioner prior to participating in all activity(ies)/ program(s)/ event(s) offered by the Town of Ajax.

**ELEMENT OF RISK**

**ACCIDENTS:**

Participating in activities or events organized by or provided through the Town of Ajax, may present various elements of risk. The risk of an accident resulting from such activities may occur and cause injury. These accidents result from the nature of the activity and can occur without any fault on either the part of the Town of Ajax or its employees, agents or representatives. By choosing to participate in the activity, participants voluntarily assume the risk of an accident occurring.

**COVID-19:**

The Town of Ajax and its members commit themselves to complying with the requirements and recommendations of federal, provincial and local public health agencies and other governmental authorities. The Town of Ajax is also committed to implementing and adopting all necessary measures to reduce and/or eliminate the spread of COVID-19 in its facility. However, the Town of Ajax cannot guarantee that you, your child (if participant is a minor), or any person you are the legal guardian of ("Participant") will not become infected with COVID-19. Further, attending activities at the Town of Ajax Recreation Facilities could increase a Participant's risk of contracting COVID-19, despite all preventative measures put in place by the Town of Ajax.

**RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration of the Town of Ajax allowing me to participate in their Snowshoe Loan Program and permitting my use of their equipment, I, my child and/or legal guardian agree that, by signing this waiver and agreeing to the terms and conditions set out in it, I agree to release, forever discharge, waive, save harmless, defend, protect and keep indemnified the Town of Ajax and all of its respective agents, employees and representatives from and against any and all kinds of actions, claims, costs, expenses and demands in respect of death, injury, loss or damage, to my person or property or persons who might claim through me, however caused, **INCLUDING ANY NEGLIGENCE ON THE PART OF THE TOWN OF AJAX**, arising out being permitted to attend Town of Ajax facilities and to participate in the Town's Snowshoe Loan Program.

**PHOTO WAIVER**

In the course of all program activities, photos may be taken and audio and/or visual records may be made. The Town of Ajax reserves the right to use all photographs and videos of all our activity(ies)/program(s)/event(s) for promotional purposes.

**PERSONAL INFORMATION**

Personal information collected on this form is collected under the authority of the *Municipal Act, S.O. 2001, c.25* and will be used for the purpose of program registration, payment, aggregate statistical reporting and allocation of staff resources. Also, under the authority of the *s 7.0.1 (1) of the Emergency Management and Civil Protection Act* information collected will be used to maintain a log of members of the public who visit Town of Ajax facilities for contact tracing purposes. Personal information provided on this form may be provided to the Durham Region Public Health Department, and/or the Office of Ontario's Chief Medical Officer of Health, as required for the purpose of public health and safety. This information will be retained by the municipality for a minimum of 30 days. Questions regarding the collection, use, and disclosure of this personal information may be directed to the Records Manager / FOI Coordinator, Legislative and Information Services, 65 Harwood Avenue S, Ajax, ON.

**ACKNOWLEDGEMENT**

THE PERSON SIGNING THIS FORM ACKNOWLEDGES THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND ARE LEGALLY AUTHORIZED AND CAPABLE AND HAVE READ THE ABOVE AND UNDERSTAND THAT IN PARTICIPATING IN ANY PROGRAM OFFERED AND/OR ATTENDING THE **TOWN OF AJAX'S RECREATION FACILITIES**, THE PARTICIPANT AND/OR THEIR PARENT OR GUARDIAN IS ASSUMING THE RISKS ASSOCIATED WITH DOING SO.

**SIGNATURE**

I have read and understand this Waiver.

Print Participant Name(s)	Signature of Participant or Parent/Legal Guardian if Participant is under 18 years of Age	Date