



WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

In consideration of my participating in any and all games, activities or functions hosted by Pavillon Des Pins Gris, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that I do hereby covenant not to sue and forever release, waive, and discharge Pavillon Des Pins Gris, its directors, officers, employees, and agents from liability from any and all claims, including negligence resulting in personal injury, accidents or illnesses, death, and property loss arising from, but not limited to, participation in activities, games, programs, observation, and use of facilities, premises, or equipment of Pavillon Des Pins Gris.

All participants are required to abide by the Players' Code:

I will not run, climb or jump.

I will not sit, kneel or lie down.

I will not use offensive language.

I will not follow other players.

I will stay 6 feet apart from other players.

Acknowledgment and Assumption of Risks:

I acknowledge and assume all risks of my, or the minor child's, visit to Pavillon Des Pins Gris including participating in its activities, whether or not described in this document, known or unknown and inherent or not. If I am the parent of a minor visitor, I have discussed the activities and risks with the child, who understands them and agrees to abide by the Players' Code.

I am aware Pavillon Des Pins Gris offers activities which are vigorous and can involve cardiovascular stress and certain risks including but not limited to injury and death. I understand participation involves activities incident thereto, including, but not limited to, the possible reckless conduct of other participants. I understand participating in Pavillon Des Pins Gris activities includes a risk of harmful contact with structures, objects, and other persons. I understand participating involves risk of the participants coming in contact with other participants and could include the spreading of contagions and

communicable diseases, including, COVID-19. I understand and assume the risks inherent in these activities.

I have read, understand, and choose to participate in the use of Pavillon Des Pins Gris equipment and facilities. I hereby assert that my participation is voluntary and that I knowingly assume all such associated risks, expressed herein or otherwise.

I hereby agree to indemnify and hold harmless Pavillon Des Pins Gris from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement and participation in games, parties, or use of the Pavillon Des Pins Gris facility, wherever, whenever, or however the same may occur.

I understand this waiver is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect. I agree that the venue for any legal proceeding will be in the Province of Ontario.

I have read this waiver of liability, assumption of risk, and indemnity agreement. I fully understand its terms. I understand this is a binding legal document, and that I am giving up substantial rights, including, but not limited to, my rights to bring legal action for injury. I acknowledge that I am digitally signing the agreement freely and voluntarily and intend by my digital signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

For persons under the age of 18, the parent or guardian who signs below also commits to the participant conditions of this agreement.