

Waiver and Assumption of Risk

Vaughan Snowshoeing: Loaner Program ("Program")

In consideration of the Corporation of the City of Vaughan and the Recreation Services Department of the City of Vaughan, I HEREBY ACCEPT custody of the City of Vaughan's snowshoeing equipment for my own personal use.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Corporation of the City of Vaughan, its agents, officials, officers and employees of and from all claims, demands, costs, expenses, actions and causes of action whether in law or equity in respect of death, injury, loss or damage to my person or property however caused, arising or to arise by reason of my participation in the Program whether as a user of the equipment provided, custodian, spectator or otherwise, whether prior to, during, or subsequent to the length of the loan.

I FURTHER REPRESENT that I, the undersigned, have no medical or physical condition which could interfere with my safety in this Program, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I AGREE to release the Corporation of the City of Vaughan from any liability, action, claim, damage, or loss in respect of any personal injuries or other damages which may occur or arise as a result of any potential or actual exposure to COVID-19 by reason of my participation in the Program.

I FURTHER AGREE that it is my responsibility to ensure that the user(s) of the equipment provided use this in safe areas and take all safety precautions needed when engaging in an outdoor activity. For more information on the basics of snowshoeing please visit: <https://www.rei.com/learn/expert-advice/snowshoeing-first-steps.html>

I FURTHER AGREE to hold and save harmless and agree to indemnify the Corporation of the City of Vaughan from and against any and all liability incurred arising as a result of, or in any way connected with, my participation in the Vaughan Snowshoeing: Loaner Program.

I FURTHER AGREE that this waiver, release and indemnity shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

I FURTHER AGREE that any equipment loaned may be revoked at any time by any employee of City of Vaughan.

On behalf of all registrants in the same account, I ACCEPT all inherent risks associated with the program, whatever they may be. By checking the box during registration, I ACKNOWLEDGE having read, understood and agreed to the above waiver, release, indemnity and assumption of all risks.

I FURTHER ACKNOWLEDGE that it has been explained to me that I may be exposed to certain risks arising from the use of the equipment on loan.

I CONFIRM THAT:

- YES, I have been given the opportunity to seek Independent Legal Advice and have either done so or else waived my right to do so; and
- YES, I have had sufficient time to read and understand all parts of this document prior to registering in the Program and have freely and voluntarily agreed to be bound by its terms.