

**Central Toronto Athletic Club (CTAC)**  
**2022 / 2023 Season**  
**ASSUMPTION OF RISK AGREEMENT**  
**(Participants over the Age of Majority)**

**By agreeing to this document you will waive certain legal rights, PLEASE READ CAREFULLY.**

- 1) In consideration of the opportunity to participate as a participant in the spectating, orientation, instruction, training, participation in the sport of athletics, related athletics disciplines, activities, programs, travel to and from competitive events and associated non-competitive events, including the services of and offered (the “**Activities**”) by Central Toronto Athletic Club its respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, governing body, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively “**CTAC**”) the undersigned, being the Participant, acknowledges and agrees to the following terms.

**Description of Risks**

- 2) The Participant understands and acknowledges the following risks, dangers and hazards (the “**Risks**”) of the Activities and related disciplines which include, without limitation:
- a) Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons, organs and other aspects of the Participant’s body or the Participant’s general health and wellbeing.
  - b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma.
  - c) Loss of or damage to equipment/property.
  - d) Exposure to extreme conditions and circumstances, including but not limited to extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
  - e) Contact with other participants, officials, administrators, employees, volunteers, spectators or other natural or manmade objects, dangers arising from adverse weather conditions, imperfect field of play conditions, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels.
  - f) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.
- 3) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, sickness, disease, contagion including but not limited to COVID-19, permanent disability, paralysis, loss of life.
- 4) CTAC may offer or promote online programming (such as webinars, remote conferences, workshops and online training) which have different foreseeable and unforeseeable risks than in-person programming.
- 5) The Participant understands that these Risks may be caused in whole or in part by the Participant’s own actions or inactions, the actions or inactions of others participating in or present during the Activities, or the negligent acts or omissions of CTAC, its employees and agents.

**Terms and Attestation**

- 6) The Participant attests, acknowledges and agrees:

- a) That the Participant is in good physical and mental condition to participate in the Activities and does not have any undisclosed medical conditions.
- b) The Participant will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.
- c) The Participant will comply with all rules, policies and regulations of CTAC, the Dominion of Canada, the Province of Ontario and public health authorities concerning matters of health and safety and specifically as they relate to COVID-19 or such other communicable disease or contagion.
- d) If the Participant observes or experiences a significant hazard or risk, the Participant will remove themselves from participation in the Activities and report the hazard or risk to the attention of a CTAC representative immediately.
- e) That CTAC does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant.
- f) When the Participant practices or trains in the Participant's own space, the Participant is responsible for the surroundings and the location and equipment that the Participant selects.
- g) That it is the Participant's sole responsibility to assess whether any Activities are too difficult or strenuous for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; and
- h) That the Participant is responsible for the choice of the Participant's safety equipment, if required or recommended, and the secure fitting of the safety equipment.

#### **Release of Liability and Waiver**

- 7) The Participant hereby expressly assumes all such Risks and responsibility for any damages, liabilities, losses including loss of income, expenses, or related loss which they incur as a result of the Participant's participation in the Activities.
- 8) The Participant waives any and all claims that they may have now or in the future against the Organization and covenants not to sue CTAC.
- 9) The Participant forever releases CTAC from any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "**Claims**") which they have or may have in the future, that might arise out of, result from, or relate to participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of CTAC. That negligence includes failure on the part of CTAC to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with the Activities.
- 10) The Participant agrees that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, the Participant or anyone on the Participant's behalf, makes a claim against CTAC or any third party that claims indemnification from CTAC, the Participant WILL INDEMNIFY, SAVE AND HOLD HARMLESS the Organization from any litigation expenses, legal fees, loss, liability, damage or costs which any may incur as a result of such claim, to the fullest extent permitted by law.

#### **Jurisdiction**

- 11) The Participant agrees that in the event that they file a lawsuit against CTAC, they agree to do so solely in the Province of Ontario, Canada and they further agree that the substantive law of the Province of Ontario will apply without regard to any conflict of law rules.

#### **Severability**

- 12) The Participant further agrees that if any portion of this agreement is found to be void or unenforceable the remaining sections of the document shall remain in full force and effect.

#### **Acknowledgement**

- 13) The Participant acknowledges that they have read this Agreement and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon

themselves, the Participant's heirs, spouse, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Participant further acknowledges by signing this Agreement they have waived the right to maintain a lawsuit against CTAC on the basis of any claims from which they have released herein.

Name of Participant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature Participant: \_\_\_\_\_

Date: \_\_\_\_\_