# GIDEON'S GUARD BOXING

## WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNIFICATION AGREEMENT

Lighthouse Church of God 8652 Sodom Road, Niagara Falls, Ontario

HEREINAFTER REFERRED TO AS THE RELEASE AGREEMENT, BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS

TO: LIGHTHOUSE CHURCH OF GOD, and its directors, officers, employees, volunteers, representatives, successors and assigns (all of whom are hereinafter referred as "the Releasees")

#### **DEFINITION**

In this Release Agreement: the term "BOXING" shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions; warm ups, the participation or general attendance at games, and any recreational activities ancillary thereto, undertaken during boxing at the Lighthouse Church of God.

#### ASSUMPTION OF RISK AGREEMENT

By signing this document, you will waive certain legal rights, PLEASE READ CAREFULLY.

IN CONSIDERATION of allowing myself and/or my minor child/ward to participate in the competitions, programs, activities and events of the Lighthouse Church of God and Gideon's Guard, I ASSURE TO YOU THAT:

- 1. I am the participant and/or parent/guardian of the participant having full legal responsibility for decisions regarding the participant.
- 2. I believe that myself and/or minor/ward is physically, emotionally and mentally able to participate in the programs, activities and events of the Lighthouse Church of God and Gideon's Guard.
- 3. I hereby acknowledge that I am aware of the risks and hazards associated with or related to the competitions, programs, activities and events of the Lighthouse Church of God and Gideon's Guard. The risks and hazards include, but are not limited to injuries from:

- a. Physical contact with the instructor, students or other participants;
- b. Striking students, participants, objects or equipment;
- c. Being struck by the instructor, students, participants, objects or equipment;
- d. Contact, colliding, falling or being struck by other participants, spectators or equipment;
- e. Executing strenuous and demanding physical techniques;
- f. Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops; g. Exerting and stretching various muscle groups;
- h. Dry land training including weights, running, circuit training and massage;
- i. Extreme weather and temperature conditions which may result in heatstroke, sunstroke or hypothermia;
- j. Falling or colliding with the ring, walls, stands, equipment or with other participants;
- k. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- 1. Spinal cord injuries which may render me permanently paralyzed;
- m. Travel to and from competitive events and associated non-competitive events which are an integral part of Lighthouse Church of God and Gideon's Guard competitions, programs, activities, and events.
- 4. Furthermore, I am aware that:
- a. Injuries sustained to my child/ward can be severe;
- b. Myself and/or child/ward may experience anxiety while challenging himself/herself during the competitions, activities, events and programs;
- c. Myself and/or child/ward may come into close contact with other participants;
- d. Myself and/or child/ward's risk of injury is reduced if he/she follows all rules established for participation; and
- e. Myself and/or child/ward's risk of injury increases as he/she becomes fatigued.
- I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin that my signing of this document constitutes that:
- 5. I am registering myself and/or child/ward willingly and myself and/or child/ward is participating voluntarily in these activities, events and programs.
- 6. Myself and/or child/ward's physical condition has been verified by a medical doctor within the past twelve months.
- 7. I agree that there are risks as described above and Myself and/or child/ward will be exposed to these risks and hazards.

- 8. I agree to accept and assume all these risks and hazards and am responsible for any injury or other loss which myself and/or my minor child/ward might receive while participating in these competitions, events, activities and programs.
- 9. If something happens to myself and/or child/ward, I RELEASE the Lighthouse Church of God and Gideon's Guard of responsibility and liability for any and all claims, demands, actions, judgements, executions and costs which might arise out of my child/ward's participation. I understand Lighthouse Church of God to mean: Gideon's Guard.

Lighthouse Church of God and Gideon's Guard and their respective directors, officers, committee members, members, clubs, employees, coaches, volunteers, officials, judges, participants, agents, and representatives.

#### I ACKNOWLEDGE MAKING THIS AGREEMENT

I have read and understood the terms and conditions of this agreement, and by signing it voluntarily, I am agreeing to abide by these terms.

#### WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY

By signing below, the Participant (named below) and/or the Participant's Guardian understands and acknowledges, the risks, dangers, and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the "Premises"), which risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite the Organization's efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Lighthouse Church of God and Gideon's Guard, and all of their partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the "Releasees"); or negligence or omission of the Releasees (collectively, the "Risks").

In consideration for allowing the Participant to use the Premises, the Participant and/or the Participant's Guardian: (a) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of or in connection with use of the Premises. YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND RELEASEES.

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

#### **Boxing Canada Waiver and Release of Liability**

In consideration of membership and permission to participate in amateur boxing granted me or my child/ Lighthouse Church of God and Gideon's Guard, and its affiliated Provincial/ Territorial Governing bodies, clubs, coaches, officials, members, agents, officers and employees from all claims, actions, judgements, and executions which the undersigned's heirs, executors, administrators, or assigns may have, or claim to have, for all personal injuries, know or unknown, and injuries to property, real or personal, caused by, or arising out of, the participation in the sports activity of amateur boxing. I, the undersigned fully understand that this sport activity has inherent risks involved, and I am fully aware of nature of these risks, but waive rights, claims, cause of action etc. as heretofore and do hereby assume the risk.

I, the undersigned, have read this Release/Waiver and understand all its terms and conditions, I execute it voluntarily and with full knowledge of it significances.

PRINTED Full Name				
Parent/Guardian Name (under 18)	)			
Contact Number		_ Contact Email		
Emergency Contact Name		Contact	Name	
Date	_Signature			

### CONSENT FOR USE OF PERSONAL INFORMATION, COMMERCIAL MESSAGES AND PHOTO RELEASE

I, the participant and/or parent/guardian, authorize Lighthouse Church of God and Gideon's Guard to collect and use personal information about me or my child/ward for the purpose of receiving communications (newsletters, publications, announcements, invitations and other news or information) from Lighthouse Church of God and Gideon's Guard and posting articles of interest, newsletters, promotions, statistics, images and results on Lighthouse Church of God and Gideon's Guard website. This consent is in compliance with the Personal Information Protection and Electronic Documents Act and the Canadian Anti-Spam Legislation.

Furthermore, I, the participant and/or parent/guardian, grant permission to Lighthouse Church of God and Gideon's Guard to photograph and/or record myself or my child/ward's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote Lighthouse Church of God and Gideon's Guard through the media of newsletters, websites, social media, television, film, radio, print and/or display form. I understand that the audio/visual material and copyright will remain the sole property of Lighthouse Church of God and Gideon's Guard and I waive any claim to remuneration for use of audio/visual materials used for these purposes. We do not sell or distribute your personal information to any other third party not listed herein.

Parent or Guardian Si	ignature Required (Under 18)	)
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