

# Uxbridge Volleyball Club at St. Paul's Leaskdale 2024 Sep to 2025 Aug inclusive

## ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

TO: All Players and Attendees of any kind

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT  
WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

### DISCLAIMER

The St. Paul's Leaskdale Church staff, trustees, officers, directors, agents, contractors, employees, volunteers, members and representatives, Uxbridge Volleyball Club ("UVC") organisers and players, all hereunder collectively referred to as the "**Released Parties**", are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the volleyball games and or tournaments (referred to as the "**Events**") and related activities of the **Events** provided through the **Released Parties**, including injury, loss or damage, whether physical, emotional, spiritual, financial, or in any other way, which might be caused by the actions, inactions, or negligence of the **Released Parties**. I am aware that participating in these **Events** has some inherent risks including but not limited to:

- Injuries resulting from contact or collisions between players or between working or malfunctioning structures and sports equipment;
- Failure to properly use any piece of equipment, or from the mechanical failure of any piece of equipment;
- Weather-related injuries, including slippery floors due to humidity or other reasons;
- Being struck by other participants, spectators, **Released Parties**, volleyballs, equipment, fixtures, or vehicles;
- Failure to follow directions from those in charge of the **Events**;
- Medical problems arising before, during or after the **Events**; and
- Loss due to theft of personal property (e.g. bags, other valuables).

I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage, expense and other loss, delay or inconvenience resulting therefrom or from acts or omissions, including negligence of the **Released Parties**.

I understand that I am solely responsible for my own health, medical, dental, and property insurance. I assert I have obtained sufficient medical, sports, and legal advice.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **Released Parties** allowing me to voluntarily participate in the **Events**, I hereby agree as follows:

1. **RELEASE AND WAIVE as against the Released Parties any and all losses, liabilities, damages, injuries including death, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, howsoever arising out of or in connection with my participation in the Events.**
2. This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. This Agreement survives termination of my participation in the **Events**. This Agreement cannot be modified or interpreted except in writing by the **Released Parties** and no oral modification or interpretation is valid.
3. This Agreement enures to the benefit of **UVC** and is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.

### ACKNOWLEDGEMENT

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the **Released Parties** other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY VOLUNTARILY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE Released Parties.**

**Privacy:** Personal information in connection with this form will be used for the purpose of administering your participation in the **Events** and related purposes and kept confidential except when requested by the legal authorities. If you have any **questions about the collection, use and disclosure** of your personal information please contact a Director of **UVC**.

### Media Release

I do hereby consent to the **UVC** to collect, store, use or disclose my name, or photograph, or depiction of photographs of my likeness taken by, collected by, or produced by the **Released Parties**, for the specific purpose of promotion via its website and social media, or conducting club business, and further agree to accept emails sent with club information.

## Abuse & Harassment Policy and Procedures

The following policy and procedures are a summary based on the insurance company's specified obligations. Please contact a Director of UVC to see the insurance company's full policy if you need further details.

### 1. Policy Statement

UVC provides a safe and respectful environment free from abuse and harassment where all persons are treated with respect and fairness, and applies to all players and attendees.

### 2. Abuse Policy

There shall be no abuse or neglect, whether physical, emotional, spiritual, or sexual of any person. We expect all persons to take all reasonable steps to safeguard the welfare all persons, and protect them from any form of maltreatment.

Anyone having reason to believe that abuse of a child, under the age of 18, has occurred must report the matter to a Child Protection Authority or the police.

### 3. Harassment Policy

UVC fosters an environment and culture that does not tolerate harassment of any kind.

Anyone experiencing harassment should request intervention by one of the UVC Directors. A complete definition of types of complaints, procedure to follow, etc., is documented on the UVC website (which changes from time to time), and is provided by the insurance company as a reference standard.

### 4. Confidentiality

UVC recognises the sensitivity and serious nature of abuse and harassment, and will strive to keep all matters confidential relating to a complaint. However, where required by law, such as for child sex abuse, UVC will report matters as necessary to a Child Protection Agency and/or the police.

## Injury Prevention Policy

All participants are required to understand and abide by the following health and safety practices.

1. All participants should review this waiver and all policies and procedures with their legal advisor prior to signing the waiver. By signing the waiver, the participant acknowledges they've sought sufficient legal advice.
2. All participants should consult with their health practitioner on the potential health costs and benefits to participating in the **Events**.
3. All participants should review the use of equipment and status of the playing areas, and know the rules of play. Basic guidance will be provided – participants should seek formal volleyball training as appropriate. Note that additional volleyball rules have been added to reduce the potential for injury.
4. A Loss Prevention Procedure and reporting steps are provided on the UVC website.