

In consideration of the use of the property, facilities, equipment and/or services of TORONTO CENTRAL SPORT AND SOCIAL CLUB (the "TCSSC") or any associated or affiliated individuals, corporations, or organizations, the undersigned agrees as follows:

1. AGE OF MAJORITY

I am at least 19 years old.

2. ACKNOWLEDGEMENT OF RISK FACTORS:

ACKNOWLEDGEMENT OF RISK FACTORS: I am aware and acknowledge that participating in indoor and/or outdoor social and sporting activities offered by or associated with the TCSSC and using any equipment or services provided by the TCSSC including, but not limited to, sports such as dodgeball, Pilates, ultimate frisbee, softball, flag football, touch football, basketball, soccer, volleyball, ball hockey, ice hockey, European handball, curling, tennis, multi-sport programs (All Sorts of Sports), running groups, yoga, Tae-Bo, self-defense courses, rugby basketball, kickball, fitness classes, dance classes, spinning classes, water polo, golf lessons, rock climbing, social events, Australian rules football, Gaelic football, SCUBA clinics, skydiving, scavenger hunts, rowing, kayaking, canoeing, white water rafting, sailing, community theatre, Urban Adventure events, and Amazing Race/Urban Quest events and all of their associated activities, Corporate Events and all of their associated activities, exposes me to many inherent risks, dangers and hazards such as the RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.

3. ASSUMPTION OF RISK:

By engaging in any activities offered by or associated with the TCSSC, I freely accept and fully assume all inherent risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting not only from the activity itself but which might result from the use of equipment or facilities, from the acts of others, or from the unavailability of emergency medical care.

4. ACKNOWLEDGEMENT OF APPLICABLE TCSSC POLICY:

I am aware of and acknowledge reading and knowing all of the policies and procedures relating to the TCSSC activities, facilities, and/or equipment as located at <http://www.tcssc.com/players/rules.shtml> and understand that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.

5. PREREQUISITE SKILLS AND TRAINING:

I acknowledge and agree that I have the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. I acknowledge and agree that if I have any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or to participate in the activity itself, then I shall direct such questions to the appropriate TCSSC staff member.

6. INSPECTION OF FACILITIES:

I acknowledge the following: TCSSC attempts to ensure that all venues are safe and suitable for play. The majority of TCSSC games are self-officiated and thus a league representative is often not present at games. Therefore, it is the responsibility of the captains and all participants to inspect the playing area prior to playing their game to ensure it is safe for play and to make their OWN decision regarding personal safety in terms of a scheduled venue, playing style and transportation to a TCSSC league/event.

7. RELEASE OF LIABILITY - WAIVER OF CLAIMS & INDEMNITY AGREEMENT:

In consideration of the TCSSC permitting me to participate in its activities and sports, permitting me to the use of its equipment and permitting me the use of its facilities, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against the TCSSC, and its directors, employees, agents and representatives;
2. TO RELEASE the TCSSC, and its directors, officers, employees, agents and representatives from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer, as a result of my participation in activities and sports offered by the TCSSC, due to any cause whatsoever including negligence, breach of contract, breach of statutory duty of care, and/or any breach arising under the Occupier's Liability Act, R S O 1990, C.O 2, and as amended from time to time, on the part of the TCSSC and its directors, officers, employees, agents and representatives.
3. To hold harmless and indemnify the TCSSC, and its directors, officers, employees, agents and representatives from any and all liability for any property damage or personal injury to any third party, resulting from my activities and my participation in the activities offered by or associated with the TCSSC.
4. That this Agreement shall be effecting and binding upon any heirs, next of kin, executors, administrators and assigns in the event of my death.

8. SPORTSMANSHIP AND FAIR PLAY AGREEMENT:

1. I have read, understood and will abide by the rules of my sport as outlined by TCSSC.
2. I understand that I am responsible to call my own fouls. I will not wait for my opponent or the Event Coordinator (if present) to make that decision.
3. I understand that if it is reported by the Event Coordinator or an opponent that I have behaved in an unsporting manner or have not played by the rules, that I could be suspended or ejected from the league or event with no refund.
4. I understand that my team captain is the only person who can approach the Event Coordinator or the opposing captain regarding concerns surrounding the game. It is my responsibility to let my captain know my concerns so she/he can deal with them.

I have read and understood this Agreement prior to signing it. I am aware that by signing this document, I am waiving certain legal rights which I or any heirs, next of kin, executors, administrators and assigns may have against the TCSSC and its directors, officers, employees, agents and representatives.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name (print first name and surname clearly)

\_\_\_\_\_  
Witness name (print first name and surname clearly)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province/State/Country

\_\_\_\_\_  
Postal/ZIP Code

**Toronto Ultimate Festival, May 8 to May 9, 2010**

**Ultimate Frisbee**

\_\_\_\_\_  
Event Name

\_\_\_\_\_  
Sport

\_\_\_\_\_  
Team Name

\_\_\_\_\_  
Phone Home

\_\_\_\_\_  
Phone Work

\_\_\_\_\_  
Phone Cell

\_\_\_\_\_  
Email Address

Date of Birth: \_\_\_\_\_ (month/day/year)

Please mail this completed form to: TCSSC, 185-110 Bridgeland Avenue, Toronto, ON M6A 1Y7 or present to onsite TCSSC staff member,