



The Bob Rumball Camp of the Deaf

WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms.

Each individual attending the Premises and/or participating in the activities of the Camp must complete and sign the Waiver. A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of the minor Attendee.

This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "Releasees" is defined to include the following: The Bob Rumball Camp of the Deaf, its subsidiaries, affiliated organizations, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns.

Between:

The Bob Rumball Camp of the Deaf on the Property Owned by The Ontario Mission of the Deaf

(hereinafter the "Camp")

Located in Seguin Township: 236 Blackstone Crane Lake Road & 110 Blackstone Crane Lake Road, Ontario, P2A 2W8
(hereinafter the "Premises")

Telephone #: 416-449-9651

Email: deafcamp@bobrumball.org

AND

Name: _____

Date of Birth: _____

(Camp Visitor and or Guest: hereinafter the "**Attendee**")

Permanent Home Address: _____

City/Town: _____

Province: _____

Postal Code: _____

Primary Telephone #: _____

Alternate Phone #: _____

Emergency Contact Name: _____

Emergency Contact #: _____

Address on the Driver's License the same permanent home address: Yes _____ No _____

If no, please provide: _____

Vehicle Licence Plate#: _____

Email Address: _____

1. I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Camp may involve the risk of serious injury and/or death and/or property damage.

Initial here: _____

I am fully aware of the risks and hazards inherent in my attendance at the Premises and participation in the activities of the Camp and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Camp and entering the

Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to the Camp owners, officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Camp owners, officers, directors, managers, staff, volunteers or visitors), navigating any and all obstacles and any defects of the Premise

2. I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Camp and have no medical condition that would make my participation in the activities of the Camp more hazardous.
3. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Camp.
4. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Camp owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
5. I understand and agree that I am expected to exhibit appropriate behavior at all times while I am attending the Premises and while I am participating in the activities of the Camp to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities or property.
6. I understand and agree that I may not bring weapons or illegal substances to the Premises.
7. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of the Camp or on the Premises.
8. I understand and agree that the Releasees are not responsible for any personal pet brought onto property that is lost, injured or that causes injury to any other person, pet or personal property of the camp or other guests.

All pets and their behaviours are the full responsibility of the owners. All pets must be up to date on all shots. All pets must be on leash on any area of the camp past the bridge. Any pet off leash on camp property before the bridge is considered an inherent high risk to injury to itself or other pets and to and or by vehicles and the owners of said pets will be fully responsible for any and all damages and or injuries caused by or incurred by said pet. The Camp road is not a dog park - it is a vehicular road - and any use of it is at risk of vehicular injury for which the pet owner assuming full risk thereof.

a. **Initial** that I have read and understand and agree to statement 9: _____

9. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the activities of the Camp and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of the Camp or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

Initial here: _____

I agree to indemnify the Releasees from any and all third party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of the Camp or attending the Premises.

10. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of the Camp or while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.

11. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Camp or while attending the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.

12. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Camp or attending the the Premises, under the terms of any statute, including, but not limited to, any claims under the Occupiers' Liability Act, R.S.O. 1990, c. O.2, as amended; and, the Negligence Act, R.S.O. 1990, c. N.1, as amended.

13. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court in Ontario. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of the Camp or while on the Premises of the Camp.

14. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Ontario, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the

remaining terms. 16. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Camp.

INITIAL HERE: _____

THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

15. I am currently not experiencing COVID 19 symptoms nor have I had COVID-19 symptoms in the last 14 days.
16. I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
17. I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
18. I represent and warrant to the Releasees that I have not been advised by the Government of Canada or Ontario Public Health or my doctor or the Ontario Ministry of Health website to self-isolate due to possible exposure to COVID-19.

Initial here: _____

19. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the Premises and participation in the activities of the Camp.
20. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of the Camp or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

I understand that there are inherent and unforeseen risks involved in participating in the activities of the Camp or while attending the Premises. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the activities of the Camp or while attending the Premises.

The Camp will only use your personal information for the same purpose it was collected. The information will not be used for another purpose without your consent. The Camp may only disclose your personal information for the purpose that it was collected. We will not share your personal information for another purpose unless you provide your consent to do so.

Attendee signature: _____

Printed Name: _____

Date: _____

PLEASE CHECK ONE: ____ I am at least 18 years old; or ____ I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

Pursuant to Ontario's Electronic Commerce Act, 2000, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF AN ATTENDEE UNDER THE AGE OF EIGHTEEN (18)

1. I am the parent or guardian of the above-named minor (the "Minor"). I give my consent for the minor's participation in the activities of the Camp and to attend the Premises, I represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Agreement on behalf of the Minor. 2. I acknowledge and agree to reimburse the Releasees and do hereby covenant and agree with the Releasee that I will at all times hereafter indemnify the Releasee of and from all claims and demands, suits or actions or claims for contribution or indemnity whether under the Negligence Act, the Occupiers Liability Act or otherwise which may be made or brought against the Releasee by the said above named Minor, or on his behalf or in any way arising out of the said accident and injuries including the costs of defending any such suits, actions or claims.

SIGNATURE: _____ PRINTED NAME: _____

DATE: _____