

FOR TELEPHONE OR IN PERSON REGISTRATIONS the waiver may be completed by City personnel on behalf of the customer. Prior to recording consent, the customer will agree to the following:

**READ TO CUSTOMER** “To complete the transaction, you will need to accept the terms and conditions of the City Activity Waiver and Consent Form. This form can be found at [www.greatersudbury.ca/leisure](http://www.greatersudbury.ca/leisure) or requested at any City of Greater Sudbury Leisure facility. Please inquire with city staff prior to completing the form, if you have questions or concerns about it. Do you understand and agree?”

### Statement of Collection of Personal Information

Personal information on this form is collected under sections 10(1) and 227(c) of the *Municipal Act, 2001* to provide services regarding facility use, memberships and activities by City staff and/or its agent(s). Please direct any questions about the collection of this personal information to the Coordinator of Administrative Services, Leisure Services at City of Greater Sudbury, 200 Brady Street, PO Box 5000, Sudbury Ontario, P3A 5P3, (705) 671-2489 extension 2446.

#### PART A: Parental/Legal Guardian Consent

PLEASE READ CAREFULLY! BY SIGNING BELOW YOU AND IF APPLICABLE, YOUR FAMILY MEMBERS FOR WHOM YOU ARE SIGNING, WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

I/We, represent and warrant that I am/we are responsible in law or have authority to act for the person(s) on this account. On their behalf, I apply for the program or activities offered by City of Greater Sudbury and I am/we are satisfied that the person(s) on this account can physically, emotionally and mentally participate and that their equipment, if applicable, is appropriate for use in the program or activities. For myself and the persons(s) on this account, I/we acknowledge, agree to and accept, the terms and conditions herein.

#### PART B: Release and Waiver

I/We understand and agree that participation in the program or activities offered by City of Greater Sudbury involves many risks, dangers and hazards that may vary without limitation from: 1) minor injuries such as scratches, bruises and sprains; 2) major injuries such as eye injury, or loss of sight, joint or back injuries, heart attacks, and concussions; to 3) catastrophic injuries including paralysis and death. I/WE FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM FOR MYSELF AND ANY AND ALL PERSON(S) ON THIS ACCOUNT.

In consideration for participation in the program or activities, I, for myself and any person(s) on this account, our heirs, executors, administrators, successors and assigns, hereby agree:

- a) **TO RELEASE AND NOT TO HOLD RESPONSIBLE** City of Greater Sudbury, its employees, agents, officials, contractors, representatives, elected and appointed officials, sponsors, volunteers, servants, successors and assigns (individually or collectively called the “Released”) for any claims, demands, losses, fines, damages, costs (including legal costs and disbursements), expenses, actions, or injuries whether in law or equity, sustained by the person(s) on this account or their property as a result of participation in any program or activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS’ LIABILITY ACT*, R.S.O. 1990, c. O.2 ON THE PART OF THE RELEASED, or as a result of travelling to and from any program or activities.
- b) **TO WAIVE AND FOREVER DISCHARGE** the Released of and from any and all claims, demands, damages, costs, expenses, actions and causes of action whatsoever, whether in law or equity, in respect of death, bodily injury, personal injury, loss or damage (direct or indirect) to the person(s) on this account, NOTWITHSTANDING THAT SAME MAY HAVE BEEN CONTRIBUTED TO OR OCCASIONED BY THE NEGLIGENCE OF THE RELEASED.
- c) **TO INDEMNIFY AND SAVE HARMLESS** the Released from and against any and all liability related to participation in the program or activities.
- d) **TO COMPLY AND ENSURE COMPLIANCE** by any and all person(s) on this account with any safety provisions and conditions imposed by the Released.

I/We accept that the person(s) on this account register for the selected program or activities only for the duration of the said program or activities. I/We understand that the person(s) on this account are free to withdraw from the program or activities at any time.

All obligations herein shall expressly or by their nature survive termination or expiration of the program or activities and shall operate conclusively as an estoppel in the event of any claims, action or proceeding which may be brought in the future against City of Greater Sudbury.

I/We acknowledge that I am/we are given the opportunity to consult a lawyer before executing this document. I/We represent and warrant that I/we have either obtained independent legal advice from a lawyer prior to execution or declined seeking such independent legal advice. I/We represent and warrant that I/we have read the above and understand the terms and conditions herein, and I/we agree to be bound by those.

**PART C: Email and SMS (Text Messages) Consent**

I/We understand that on July 1, 2014, the Canadian Anti-Spam Legislation (CASL) came into force with a goal of preventing unsolicited messages and that to continue to receive electronic messages from City of Greater Sudbury by email or SMS (Text Messages) my/our consent is required. By providing my email address and/or mobile phone, I/we hereby grant City of Greater Sudbury consent for the purpose of receiving electronic messages pertaining to the program or activities. Electronic messages may include but are not limited to digital receipts, contracts, event reminders or emergency notifications.

**PART D: Photo/Video Release**

PLEASE READ CAREFULLY! BY SIGNING BELOW YOU WAIVE CERTAIN RIGHTS.

In consideration for participation in the program or activities, on behalf of the person(s) on this account and as a result of their participation, I/we authorize City of Greater Sudbury to take or produce photographs or video footage containing the likeness, appearance and voice of any and all of the person(s) on this account (the "Images"). I/We GRANT CITY OF GREATER SUDBURY the right to use, in whole or in part, the Images. Without limitations, the Images may be reproduced, exhibited, displayed, broadcasted, distributed incorporated alone or together with other materials and derivative works can be created from the Images. The Images may be used in any and all media now known or hereafter invented an unlimited number of times and in perpetuity.

On behalf of the person(s) on this account, I/We HEREBY RELEASE AND WAIVE all claims to, interest in, title, ownership or other right to the Images or any derivatives from the Images.

I/WE AGREE THAT NO PERSON(S) ON THIS ACCOUNT SHALL BRING OR CONSENT TO OTHERS BRINGING CLAIM(S) OR ACTION(S) AGAINST City of Greater Sudbury on the grounds that anything contained in the Images or works derived from the Images, or in the advertising and publicity used in connection herewith, is defamatory, reflects adversely on, violates any other right whatsoever, including, without limitation, rights of privacy and publicity. I/We release City of Greater Sudbury from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities and damages whatsoever that I or the person(s) on this account, may hereafter have against City of Greater Sudbury in connection with the Images or any derivatives from the Images. I/We understand that City of Greater Sudbury is making no representation that it will make use of any of the Images or works derived from the Images.

(Optional) I, \_\_\_\_\_ agree to the terms of PART D: Photo/Video Release.  
(Full Name)

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

I, \_\_\_\_\_, agree to the terms of PARTS A, B, and C above.  
(Full Name)

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

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