



WAIVER

I agree, acknowledge and understand that participation in The Corporation of the City of Brampton (the "City") Brampton Backyard Ice Rink Contest ("Contest") may bring possibility of risks, dangers and losses, including but not limited to property damage;

I acknowledge and confirm that I am the homeowner and I have consulted my home insurance or applicable policy, which has the appropriate amount of liability coverage for the purposes and for the duration of my participation in the Contest;

The City may provide water supply to participants in the Contest. I agree, acknowledge and understand that such water supply is provided "As Is" to me as a participant in the Contest and I agree to assume all risks in using such water supply. I acknowledge and understand using City provided water supply is an option and not a requirement to participate in the Contest;

I agree to assume all costs, risks of injury or harm or losses as a participant in the Contest and I agree that my participation is done at my own discretion or judgement;

I AM AWARE OF THE RISKS, DANGERS AND LOSSES ASSOCIATED WITH PARTICIPATING IN THE CONTEST AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND LOSSES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM THEREFROM.

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WAIVER, RELEASE OF LIABILITY AND INDEMNITY

In participating in the Contest and accepting the use of the City water supply for the purposes of the Contest, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future to The Corporation of the City of Brampton, its elected officials, officers, agents, employees, volunteers, and any other person for whom it is in law responsible (hereinafter collectively known as "the Releasees") and to these Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that of my next of kin may suffer resulting from either my use of City provided water supply or my participation in the Contest due to any negligence or cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment, or from injuries resulting from breakdown or failure of any equipment, or poor design or placement of any equipment, or breach of any statutory or other duty of care, including any duty of care under the *Occupiers Liability Act*, R.S.O. 1990, Chapter O.2, and also including the failure on the part of the Releasees to safeguard or protect me from all risks, dangers and hazards of any acts related to the Contest.

I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OF OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM THE USE OF CITY PROVIDED WATER SUPPLY OR ANY ACTS RELATING TO MY PARTICIPATION IN THE CONTEST.

INITIAL

I agree that the provisions of this Waiver Form shall endure to the benefit of the Releasees and shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. This Waiver Form and any rights, duties and obligations as between the parties to this Waiver Form shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Waiver Form shall be brought solely within the Province in which this facility is located and shall be within the exclusive jurisdiction of the Courts of such Province. If any portion of this Waiver Form shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect. In participating in the Contest, I will act in accordance with all federal, provincial and local laws, statutes, rules, and regulations, and act in a competent manner consistent with the level of care and skill that a reasonably prudent person would exercise in comparable circumstances. By executing this Waiver Form, I am not relying upon any oral or written representations or statements made by the Releasees with the respect to any acts done in relation to the Contest other than what is set forth in this Waiver Form. I acknowledge that I may not assign this Waiver Form without the City's express prior written authorization.

I hereby acknowledge and declare that I: (a) have read, understood and declared myself satisfied with the contents of this Waiver Form; (b) agree to all of its provisions; and (c) have the legal authority to give and sign this Waiver.

Signature _____