



GRANDVIEW KIDS' POOL - WAIVER AND RELEASE OF LIABILITY

I, _____ (insert name), am interested in using the pool and related facilities (collectively, the "**Pool**") located within the premises of Grandview Children's Centre ("**Grandview**") at 1461 Harwood Avenue North, Ajax Ontario L1T 0R3 from time to time. I understand that use of the Pool by me is subject to my agreement to, and continual fulfillment of, the terms of this Waiver and Release of Liability (the "**Waiver**"). I acknowledge and agree as follows:

- 1. Assumption of Risk.** I voluntarily choose to use the Pool. I confirm that I am not relying on any representation or statement to induce use of the Pool or that minimizes the risks or dangers related to use of the Pool. I acknowledge and understand that there may be certain risks associated with using the Pool, in addition to the usual risks and dangers inherent in any physical activity, including without limitation, slips, falls, drowning, physical contact with other individuals, malfunction of equipment, illness, and serious or fatal injuries. I hereby **voluntarily and expressly assume and accept all of the dangers and risks** of my use of the Pool. **I acknowledge that although there will be a lifeguard present in or around the Pool, Grandview shall not be responsible or liable for my safety or the safety of anyone else using the Pool. Grandview does not guarantee the presence of a lifeguard.**
- 2. Health and Medical Assistance.** I confirm that **I have the physical ability to participate in Pool activities.** I have not been advised by a qualified medical professional that I should not use the Pool. There are no health-related reasons or problems precluding participation by me. I consent to receiving first aid and/or any further medical treatment that may be deemed advisable by Grandview (in its sole discretion), emergency medical services, or licensed medical professionals, in the event of injury, accident, and/or illness during use of the Pool. I agree to pay for all expenses incurred by Grandview in the provision of such medical care.
- 3. Release of Liability.** I, voluntarily and unconditionally, **release and forever discharge Grandview** and its members, directors, officers, employees, agents, and legal representatives (collectively the "**Releasees**") for any and all liability that they or any of them may have, whether direct or indirect, for any personal injury, death, property damage, or other loss sustained by me in connection with the use of the Pool, due to any cause whatsoever, including without limitation, the negligence of any of the Releasees and/or breach of the *Occupier's Liability Act*. I agree and acknowledge that the Releasees are not responsible for the errors, omissions, acts, or failure to act of any third party, whether or not such third party was acting on a Releasee's behalf.
- 4. Waiver.** I personally **waive any and all claims**, demands, grievances, actions, suits, or proceedings (each, a "**Claim**") that I now have or may have in the future against the Releasees, or any of them, and agree, personally not to directly or indirectly sue the Releasees, or any of them, for any loss, damage, expense, or injury (including death) (each, a "**Loss**"), that I may suffer, arising, directly or indirectly, from the use of the Pool or any part thereof.



1461 Harwood Ave N
Building A
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(905) 728-1673

5. **Indemnification.** I agree to hold **harmless and indemnify the Releasees** from any and all Losses suffered or incurred by a Releasee and any and all actual or threatened Claims made against the Releasee, to the extent such Losses or Claims relate to or are connected directly or indirectly to my use of the Pool or the actions or omissions of any guest that is in the Pool at my invitation.
6. **Responsible for Damage.** I will be responsible for any expense or loss incurred by Grandview relating to the use or misuse of the Pool by me, or any action or omission of any guest that is in the Pool at my invitation (including, but not limited to, damage to equipment, the change rooms, or the Pool).
7. **Surveillance.** I understand that the Pool area, except for the changerooms, is equipped with video surveillance cameras that are used only for the purpose of safety monitoring. Video footage is not stored offsite, is limited to vetted security personnel, and will automatically delete after thirty (30) days.
8. **Applicable Law.** This Waiver shall be governed by the laws of the Province of Ontario and applicable laws of Canada and subject to the exclusive jurisdiction of the courts of Ontario. I agree that this Waiver constitutes a legally binding obligation, enforceable in accordance with its terms, and that it shall continue to bind me and my respective heirs, estate trustees, and legal representatives. If any provision of this Waiver is found to be unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, I acknowledge that I have read and fully understood this Waiver, voluntarily agree to its terms, and accept full responsibility for my participation and activities within the Pool.

I confirm that I am eighteen (18) years of age or older, have had sufficient time to read this Waiver in its entirety, and understand and freely accept the terms and conditions of this Waiver. I understand that *it is a waiver and release of important legal rights, including the right to sue*, and, notwithstanding the provisions of this Waiver, I agree to use the Pool.

Print Legal Name

Signature

Date of Signature



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