

## Schedule C Ted Reeve Community Arena Waiver

### WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

In addition to the forgoing, please read this document (the “Waiver”) carefully, as it affects your future legal rights. Please provide your initials on each page after reading.

As a result of the on-going COVID-19 pandemic, there may be risks pertaining to COVID-19 which apply to using the City Facility. By signing below, you acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms. This Waiver must be carefully read and signed in consideration of the opportunity of being permitted to use the City Facility. As used herein, the term “**Releasees**” is defined to include the following: City of Toronto and Ted Reeve Community Arena and each their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, and a reference to the Releasees shall mean any one of them.

Nothing in this Waiver shall be read to restrict, modify, or otherwise affect any other release of liability, waiver of claims or indemnity agreed to by the Permit Applicant to use the City Facility.

#### **BETWEEN:**

\_\_\_\_\_ (**PERMIT APPLICANT**)

**AND**

**CITY OF TORONTO (CITY)**

**AND**

**TED REEVE COMMUNITY ARENA**

In consideration of the acceptance of this application and the Permit Applicant being allowed to use the City Facility known as Ted Reeve Community Arena, (hereinafter referred to as the “Permit”) the undersigned acknowledges, appreciates and agrees as follows:

1. I expressly acknowledge and agree that use of the City Facility may involve the risk of serious injury and/or death and/or property damage. Risks include possible exposure to and illness from infectious diseases including but not limited to COVID-19.
2. I am fully aware of the risks and hazards inherent in my use of the City Facility in accordance with the Permit and I voluntarily, knowingly and freely assume all risks associated with using the City Facility, regardless of severity, including but not limited to my own actions or inactions, the actions or inactions of others (including but not limited to the **RELEASEES**), falls, injuries, illnesses, infectious diseases including but not limited to COVID-19, death, and navigating any and all obstacles and any defects of the City Facility.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OF THE **RELEASEES** or others, and assume full responsibility for the use of the City Facility.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin, and those for whom I am responsible at law, **HEREBY SAVE, DEFEND, HOLD HARMLESS AND FULLY INDEMNIFY THE RELEASEES** from and against all manner of **ACTIONS, SUITS, CLAIMS, EXECUTIONS, PROCEEDINGS, CHARGES, AND/OR DEMANDS** which may be brought against or made upon the Releasees by anyone of and from all **LOSS, DAMAGES, INJURIES, ILLNESS (INCLUDING BUT NOT LIMITED TO ILLNESS FROM COVID-19), COSTS, CHARGES, LIENS AND EXPENSES** which may be sustained, incurred or paid by the City

or Ted Reeve Community Arena by reason of, or on account of, or in consequence of the Permit or my use of, my booking of, or my holding any program or activity at the City Facility, WHETHER ARISING FROM THE NEGLIGENCE OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. And I agree and understand that the indemnity provided by me to the Releasees in paragraph 4 above shall require me to assume the defence of the Releasees in the event of any such claim for loss or damage brought against the Releasees should the Releasees so elect. Upon assuming the defence of the Releasees, I will keep the Releasees reasonably informed on the status of the matter, and I will make no admission of liability or fault on the Releasees' party without the Releasees' written permission. Whether or not the Releasees elect to have me assume their defence in the event of any such claim for loss or damage, I agree and understand that I shall bear all legal costs of defending the Releasees against any such claims for loss of damage.

**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 or breach of any statutory or other duty of care of the Releasees or, the inherent risks of using the City Facility.**

Permit Applicant signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Event Date(s): \_\_\_\_\_

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**PAGE 2**

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.

The personal information collected in accordance with this form is collected under the authority of the City of Toronto Act, 2006, ss. 8, 74 & 136, and the City of Toronto Municipal Code Chapter 441, Fees and Charges and Chapter 608, Parks. The information is used to process your application for program participation; the registration of individuals in programs; payment of fees; collection of outstanding fee amounts; aggregate statistical reporting, contacting clients regarding upcoming programs, and, additional mailings, including newsletters/surveys.

Questions about this collection can be directed to: Facility Manager, Ted Reeve Community Arena, 175 Main Street, Toronto, ON, M4E 2W2, or telephone: 416-694-6893 or e-mail [manager@tedreevearena.com](mailto:manager@tedreevearena.com)