

BETH AVRAHAM YOSEPH OF TORONTO CONGREGATION (“BAYT”) - WAIVER

ACTIVITY:

Walking	<input type="checkbox"/>	Cycling	<input type="checkbox"/>
Hiking	<input type="checkbox"/>	Running	<input type="checkbox"/>
Tennis	<input type="checkbox"/>	Exercise	<input type="checkbox"/>
Basketball	<input type="checkbox"/>	Floor Hockey	<input type="checkbox"/>
Other _____	<input type="checkbox"/>		

TO: BAYT, its agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf:

IN CONSIDERATION OF BAYT allowing the participant described below to participate in its exercises and activities, the participant agrees as follows on behalf of himself/herself, his/her spouse, children, parents, heirs, assigns, personal representatives and estate:

1. I acknowledge that my participation in the BAYT recreational and/or exercise activity or activities set out above (collectively the “**activity**”) entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I acknowledge that it is my sole responsibility to get checked with my own doctor to ensure I am healthy and fit enough to engage in the activity and that it will not pose any medical risk to me.

The risks include, among other things: cuts and bruises; muscle and joint sprains and strains; broken wrists, ankles and legs; participants falling on each other resulting in broken bones and other serious injuries. If the participant is injured, he/she may require medical assistance, at his/her own expense. BAYT agents and employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BAYT, its agents, servants and/or employees and to waive any and all claims, demands, or causes of action, that I have or may have in the future against BAYT and to release BAYT from any and all liability for any loss, damage, expense or injury,

including death, that I may suffer or that my family, heirs, assigns, personal representatives and/or estate may suffer as a result of my participating in BAYT activities due to any cause whatsoever, including 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, as amended, on the part of BAYT and further including the failure on the part of BAYT, its agents, servants and/or employees to safeguard or protect me from the risks, dangers and hazards of activities (hereinafter referred to as "claims").

3. I further agree to hold harmless and indemnify BAYT from any and all liability for any property damage or personal injury to any third party resulting from my participation in BAYT activities.

4. Should BAYT or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold BAYT harmless from all such fees and costs.

5. Any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario.

I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.

Participant's Signature: _____

Print Name: _____

Date: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

E-Mail: _____

Phone: _____

Date of Birth: _____

Cell Phone Number: _____

Emergency Contact Phone: _____