

NORTH SHORE TABLE TENNIS SOCIETY

(the "Club")

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND CONSENT

IMPORTANT NOTICE: By signing this document, you are giving up important legal rights, including the right to sue the Club and its representatives for negligence or other causes. Please read this entire document carefully before signing. You are encouraged to seek independent legal advice if you have any questions.

1. CONSIDERATION & AGREEMENT

In consideration of being permitted to participate in programs, activities, events, or to use the facilities, equipment, and services of the Club, I, on behalf of myself and/or my minor child, our personal representatives, heirs, assigns, and next of kin, agree to the following:

2. ACKNOWLEDGEMENT OF HEALTH & SAFETY

I confirm that I and/or my minor child:

- Understand the nature of table tennis and related activities.
- Are in good health and proper physical condition to safely participate.
- Will wear appropriate gym clothing and non-marking, non-slip footwear at all times.
- Acknowledge that I am responsible for monitoring my (or my child's) health status and will immediately cease participation if conditions appear unsafe.

3. RECOGNITION & ACCEPTANCE OF RISKS

I fully understand that participation involves inherent and unforeseen risks, including but not limited to:

- Serious bodily injury, permanent disability, paralysis, or death.
- Exposure to communicable diseases, including but not limited to COVID-19 or other viral or bacterial infections.
- Property damage, theft, or loss of personal belongings.
- Risks arising from the actions or inactions of myself, other participants, staff, the condition of facilities/equipment, or the negligence of the Releasees.

I knowingly and voluntarily accept all such risks.

4. ASSUMPTION OF RESPONSIBILITY

I voluntarily assume full responsibility for any and all risks, losses, costs, and damages that I and/or my minor child may incur as a result of participation, including injury, disability, death, illness, or property loss, regardless of cause.

5. RELEASE, WAIVER & INDEMNIFICATION

I hereby:

- Release, waive, and discharge the Club, its directors, officers, employees, volunteers, contractors, agents, sponsors, advertisers, insurers, landlords, and other participants (the "Releasees") from any and all claims, demands, actions, or causes of action arising out of or related to participation, whether caused by negligence or otherwise.
- Agree not to sue the Releasees.
- Agree to indemnify, defend, and hold harmless the Releasees against any claims, liabilities, damages, losses, or expenses (including legal fees) brought by me, my child, or any third party, including claims arising from injury caused to another person by me or my child.

6. MEDICAL AUTHORIZATION

I consent to the Club arranging emergency medical treatment for me or my minor child in circumstances where I am incapacitated or otherwise unable to provide consent, and where the Club reasonably believes that treatment is urgently required. The Club will make reasonable efforts to contact my designated emergency contact (see Signatures section below) before authorizing treatment. I understand that all costs incurred for such treatment will be my sole responsibility.

7. PHOTOGRAPHY & MEDIA CONSENT

Unless I have indicated otherwise by checking the opt-out box below, I grant the Club permission to use photographs, videos, or recordings of me or my child solely for the Club's own educational and promotional purposes (e.g., website, social media, newsletters). This consent does not extend to commercial sale or third-party advertising use. I may withdraw this consent at any time by written notice to the Club. [] I do NOT consent to photography or video recording of myself or my child.

8. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of British Columbia. The parties agree to attempt to resolve any dispute arising from this Agreement through good-faith negotiation in the first instance. If negotiation fails, disputes shall be submitted to mediation in Vancouver, BC, before resorting to litigation. Nothing in this clause prevents either party from seeking urgent injunctive or declaratory relief from a court of competent jurisdiction.

9. AGREEMENT SCOPE & SEVERABILITY

I acknowledge that this document is intended to be as broad and inclusive as permitted by law. If any portion is held invalid, the remainder shall continue in full force and effect.

10. FACILITY RULES & REQUIREMENTS

I agree to follow all Club rules and understand that failure to comply may result in suspension or termination of privileges without refund. Rules may be amended at the sole discretion of the Club, and continued participation constitutes acceptance.

11. PERSONAL INFORMATION & PRIVACY

The Club collects personal information (including name, date of birth, emergency contact details, and photographs) for the purposes of administering membership and programs, ensuring participant safety, and Club communications. This information is collected, used, and disclosed in accordance with British Columbia's Personal Information Protection Act (PIPA). You may request access to, or correction of, your personal information held by the Club at any time by contacting the Club administrator.

12. DURATION OF THIS AGREEMENT

This Agreement remains in effect for all future participation in Club programs and activities from the date of signing, unless revoked by either party in writing. The Club may require participants to sign an updated agreement if this document is materially amended.

SIGNATURES

Executed this _____ day of _____, 20_____

Date of Birth (DD/MM/YYYY): _____

Participant Name (Print): _____

Signature: _____

If participant is under 19 (BC age of majority):

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Relationship: _____

Emergency Contact:

Name: _____

Phone: _____

The witness must be an independent adult who is not a Club employee, not the other signatory, and not a family member of the participant.

Witness Name (Print): _____

Signature: _____