



BRACEBRIDGE
The Heart of Muskoka

**TOWN OF BRACEBRIDGE RECREATION DEPARTMENT
CONSENT RELEASE AND WAIVER**

Tel-705-645-3037 Fax-705-645-3030

110 Clearbrook Trail, Bracebridge, ON. P1L 0A3 www.bracebridge.ca

If the participant is 18 years or older, the participant must agree and consent to Items (A) and (B) below. OR
If the participant is under 18 years of age, the parent or guardian must agree and consent to Items (C) and (D) below.

CONSENT RELEASE AND WAIVER (Applicable if participant is 18 years or older)

(A) CONSENT TO PARTICIPATE (Applicable if participant is 18 years or older)

To my knowledge I am in good health and I am able to voluntarily agree to participate in a Bracebridge Recreation Program. Any health issues or special considerations I require will be my sole responsibility to communicate to all staff associated with the programs I am participating in. I, the undersigned, am fully aware of my own health and physical condition and having knowledge that my participation in any program may result in physical stress, pain, disability, serious injury including death and other health risks. I further acknowledge that the risk of sustaining injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and my own physical condition and actions and that injuries can occur through no fault of The Corporation of the Town of Bracebridge (the "Town"), its representatives, agents, employees, and volunteers. If I believe at any time I become unable to participate, I will remove myself immediately from the activity and not to continue to participate.

(B) RELEASE/HOLD HARMLESS & INDEMNIFICATION (Applicable if participant is 18 years or older)

Having such knowledge, I hereby release and agree to hold harmless, the Town and the Bracebridge Recreation Department ("BRD"), it's representative, agents, employees and volunteers from all actions, causes of actions, suits, claims and demands and I hereby assume all risks connected therewith and consent to participate in this said pass plan/program. I further agree to save harmless the Town and BRD, its employees, agents, servants and assigns from all actions, causes of actions, suits, claims and demands which may be made against the Town relating to or arising from my participation in a Bracebridge Recreation Program.

OR

CONSENT RELEASE AND WAIVER (Applicable if participant is under 18 years)

(C) PARENT/GUARDIAN CONSENT (Applicable only if participant is under 18 years)

I, the custodial parent and/or legal guardian of the participant which is under 18 years of age, hereby fully understand the inherent risks and understanding these risks agree to allow the child to participate in a Bracebridge Recreation Program. I further understand and accept that the child may be injured from participation, during or in a facility at any location where a program is held. I further acknowledge that the risk of sustaining injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the child's own physical condition and actions and that injury can occur through no fault of the Town and BRD, its representatives, agents, employees, and volunteers. As a parent or guardian, fully understanding that my child could be injured I acknowledge that the child may participate in a Bracebridge Recreation Program.

(D) PARENT/GUARDIAN RELEASE/HOLD HARMLESS & INDEMNIFICATION

Having such knowledge, I hereby release and agree to hold harmless, the Town and BRD, it's representative, agents, employees and volunteers from all actions, causes of actions, suits, claims and demands associated with the child participating in a Bracebridge Recreation Program. Further, I hereby assume all risks connected therewith and consent to the child participating in this program. I further agree to save harmless the Town and BRD, its employees, agents, servants and assigns from all actions, causes of actions, suits, claims and demands which may be made against the Town relating to or arising from the child's participation in a Bracebridge Recreation Program.

I am aware that by signing this agreement and providing my written consent to the child's participation in the Bracebridge Recreation Program--after having consciously and carefully put my mind to the meaning of this document and the child's level of maturity and capacity to participate safely and responsibly in the program --I am hereby expressly waiving substantial legal rights that the child and I, our respective heirs, executors, administrators and next of kin may have against the Town as a result of the child's participation in the program, and that in so doing I am knowingly giving up the child's right to sue anyone associated in any way with the program, in negligence for damages if the child should ever be injured in the course of the child's participation in a Bracebridge Recreation Program.

I further acknowledge that I shall be directly and fully responsible for ensuring that the child at all times completely abides by all Town recreation policies and procedures, and that the child shall participate in the event safely, and that any failure to do so may result in the immediate expulsion of the child from the event or program.

Personal information contained on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act, M.56, R.S.O. 1990 and will be used for the sole purpose that it has been collected. Questions about this collection should be directed to: Director of Corporate Services/Clerk, Town of Bracebridge, 1000 Taylor Court, Bracebridge, ON P1L 1R6 (705) 645-6319 x. 2300.

Recreation Program Expectations

Please read prior to attending Town of Bracebridge recreation programs:

- On the day of your program, you are encouraged to complete an at home screening before arriving at the facility. If you are feeling unwell, please do not attend your program.
- Individuals with underlying health conditions or who are at higher risk of complications if they are infected with COVID-19 are encouraged to consult a doctor before attending a program.
- In alignment with current provincial announcements, wearing a mask will be optional for staff, volunteers and participants in Town of Bracebridge facilities. With this change we ask that you please be kind, respect others' choices and stay home if you are not feeling well.
- Hand sanitizer is available in the lobby and throughout the facility.
- Swimmers must take a cleansing shower before entering the pool. All Sportsplex and Memorial Arena shower areas are open.
- Participants are asked to follow facility guidelines as posted.
- Bottle fill stations are available. Please bring your own waterbottle. Glass bottles are not permitted.
- Swimmers in need of assistance due to physical limitations or age/level should attend with a family member who can provide assistance. Staff will provide access to accessible lifts and equipment.
- Cleaning measures are in place, in accordance with Provincial regulations and industry best practices throughout the building.



TOWN OF BRACEBRIDGE

COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK & RELEASE OF LIABILITY

In consideration of the permission granted by the Town of Bracebridge to participate in its programs, I acknowledge and agree as follows: (or if applicable I acknowledge and agree on behalf of my minor child as follows:)

1. I am not currently experiencing Covid-19 symptoms such as a fever, cough, sore throat, runny nose, headache, extreme fatigue, muscle aches or joint pain, gastrointestinal symptoms or flu-like symptoms nor have I had these symptoms in the last 5 DAYS (if fully vaccinated) or 10 DAYS (if NOT fully vaccinated).
2. I am not currently positive for Covid-19.
3. I have not been exposed to someone who has symptoms or has COVID-19.
4. I have not been advised to isolate by public health, a doctor or another health care provider.
5. I acknowledge Covid-19 has a long incubation period during which carriers of the virus may not show symptoms and still be contagious and that I, or my child, have an elevated risk of contracting Covid-19 by being around other people in a public setting and I hereby assume the risks with respect to acquiring COVID-19 inherent in my, or my child's, participation in Town of Bracebridge programs, including the associated risk of death or severe bodily injury that may accompany Covid-19.
6. I hereby release and save harmless The Corporation of the Town of Bracebridge and its employees and representatives from any and all claims and demands associated with my, or my child, acquiring Covid-19, from my participation in Town of Bracebridge programs, due to any cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment. This Release of Liability shall be binding upon my heirs, next of kin, executors, administrators, assigns and representatives.
7. I have read this document in its entirety and fully understand its terms.
8. I am a participant, age 18 years or older, OR, I am the Custodial Parent or Guardian of the participant which is under 18 years of age.