



SARNIA EVANGELICAL MISSIONARY CHURCH

"To partner with God in developing genuine, fully devoted followers of Jesus Christ."

Waiver of Liability, Assumption of Risk and Indemnification Agreement for Use of Sarnia Evangelical Missionary Church Facilities

1. I, the undersigned person or as Parent/Guardian to a "Minor Participant", wish to access and use the Sarnia Evangelical Missionary Church (SEMC) facilities (hereinafter "SEMC Facility"), activities and programs.
2. In consideration of being permitted to access and use the SEMC Facility, I, (hereafter meaning I, myself or as Parent/Guardian to a "Minor Participant") and on behalf of the respective heirs, personal representatives and assigns, do hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the SEMC, and its Governing Board, officers, employees, agents, and representatives, from any and all liability for any and all damages, losses or injuries to persons or property, which arise out of, occur during or result from my use of the SEMC Facility.
3. Where the use of the SEMC Facility involves physical exercise, sport, and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My use of the SEMC Facility is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use. This includes any sponsored group activities or individual use of the facility or exercise equipment.
4. I am fully aware of the risks and hazards associated with participating in recreation and exercise activities, and I understand that certain, inherent risks cannot be eliminated regardless of the care taken to avoid injuries. I understand that specific risks vary depending on the level and nature of the activity, and can range from minor personal injuries such as scratches, bruises, and sprains, to major injuries such as eye injuries and back or joint injuries, or catastrophic injuries resulting in paralysis or death. I understand that my use of the SEMC Facility is purely voluntary, and notwithstanding the risk of injury to my person or property, I elect to use the SEMC Facility, and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of my use of the Facility and participation in SEMC Facility activities and programs.
5. I agree to INDEMNIFY AND HOLD HARMLESS the SEMC, its Governing Board, officers, employees, agents, and representatives from any and all claims, actions, costs, expenses, damages and liabilities, including attorney's fees, that may be incurred as a result of my use of the SEMC Facility and/or participation in SEMC Facility activities and programs.
6. I understand that this Agreement is intended to be as broad and inclusive as is permitted by the law of the Province of Ontario, and that if any portion hereof is held invalid, it is agreed that the remaining terms shall continue in full legal force and effect.
7. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to the Province of Ontario or Government of Canada.
8. I agree to follow the Guideline and General Rules of Conduct for the SEMC Facility, as set forth from time to time, by the SEMC, recognizing that the SEMC Facility is a place of Christian worship.
9. I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE SEMC.

User Name (Print)

User Signature (or signature of Parent/Guardian)

Date _____

I am the Parent/Guardian of the "Minor Participant" and am executing this waiver on behalf of the "Minor Participant" in my capacity as Parent/Guardian and with the intent that this waiver become binding on myself and the "Minor Participant" for all legal purposes.