

Brantford Community Volleyball League

Informed Consent, Waiver and Release Form

Updated: September 2025

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, TAKE A MOMENT AND READ IT CAREFULLY AND THOROUGHLY

I, signed below on the team roster form, acknowledge and accept that there are risks of injury or death associated with participating in Sports Activities and exercise. My participation is completely voluntary, and I freely accept and assume responsibility for all risks, will follow all BCVL & premise rules, have no restrictions or medical conditions preventing me from participating and all possibilities of personal injury, death, property loss, damage or loss to myself or any other person as a result of my participation in Sports Activities and while on the Premises (“Sports Activities”). I and (but not limited to), my heirs, next of kin, executors, administrators and assigns (collectively “I” or “You”) agree:

(a) The BCVL is not liable or responsible to you (the participant and/or spectator) for any loss whatsoever which may include, but not limited to, any personal injury, bodily injury, viral infection, bacterial infection, dismemberment, death, property damage, loss or theft of my property while on the Premises (all property/premises including, but not limited to, building, gym, open land or parking lot), or for any other actual, alleged or perceived wrongdoing or the decisions made by the BCVL and the Executive or the negligence, error or omission of the BCVL or its Executive;

(b) I agree to waive, release, hold harmless, and forever discharge from all liability for, but not limited to, any personal injury, bodily injury, viral infection, bacterial infection, dismemberment, death, property damage, items listed above or loss resulting from my participation in Sports Activities due to any cause, including but not limited to BCVL’s negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), , breach of any duty imposed by law, breach of contract or mistake in error of judgment or decisions of BCVL or their Executive;

(c) I agree to be liable for and to hold harmless and indemnify BCVL from all actions, proceedings, claims, damages, costs demands, including court costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Sports Activities or for the use of any equipment owned by the BCVL;

(d) INDEPENDENT LEGAL ADVICE: I acknowledge that I am encouraged to obtain independent legal advice prior to the execution of this Agreement and that I have either obtained same or chosen to waive such independent legal advice. I also acknowledge that I am signing my rights away to sue BCVL for anything and everything which may result from my participation in the activity; AND

(e) SEVERABILITY: Each provision of this Agreement shall be severable. If any provision of it is illegal or invalid, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Please consult your physician prior to starting an exercise or sports program, and prior to using the Premises or if your health or circumstances change throughout the season. I have carefully read this Agreement and fully understand its contents. I acknowledge that I am 18 years old and of capacity to sign this agreement. This indemnity provision shall survive the termination of the Sports Activity or Agreement.

Please fill out the required information and sign and date on the back of this document

