

# BOWMANVILLE BADMINTON CLUB

## INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

### PLEASE READ CAREFULLY

By signing this document, you will waive certain legal rights, including the right to sue.

**AWARENESS AND ASSUMPTION OF RISK:** I am aware that playing BADMINTON involves risks including risk of personal injury, death, property damage, expense and related loss, including loss of income.

Included in these risks are negligence on the BOWMANVILLE BADMINTON CLUB, its directors, officers, officials and volunteers, other participants and owners of the facilities where the activities occur (referred to in the rest of this agreement as "BOWMANVILLE BADMINTON CLUB"), I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Bowmanville Badminton Club accepting my application to participate in this activity, I agree:

1. To waive any and all claims that I may have in future against Bowmanville Badminton Club
2. To release the Bowmanville Badminton Club and others from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of participation in this activity, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care.
3. To hold harmless and indemnify Bowmanville Badminton Club and others from any and all liability for any damage to property of, or personal injury to, any third party, resulting from participation in this activity.
4. That this agreement is binding on not only myself but my next of kin, heirs, executors, administrators and assigns.

### PARTICIPANT CONSENT AGREEMENT

I warrant that the participant named on this form is physically fit to participate in BADMINTON.

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN RIGHTS WHICH I OR MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE BOWMANVILLE BADMINTON CLUB AND OTHERS

Signature of Participant \_\_\_\_\_ Print Name clearly \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Print Name clearly \_\_\_\_\_  
(If under 18)

Signature of Witness \_\_\_\_\_ Print Name clearly \_\_\_\_\_

# BOWMANVILLE BADMINTON CLUB

## Photography Release

I, \_\_\_\_\_ (print Participant's full name) do hereby give the **Bowmanville Badminton Club**, its assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use my name (or any fictional name), picture, portrait, or photograph in all forms and in all media, digital or otherwise, including publishing to the Internet, and in all manners, in perpetuity, without any restriction as to changes or alterations (including but not limited to composite or distorted representations or derivative works made in any medium) for advertising, trade, promotion, exhibition, or any other lawful purposes, and I waive any right to inspect or approve the photograph(s) or finished version(s) incorporating the photograph(s), including written copy that may be created and appear in connection therewith.

I hereby release and agree to hold harmless the **Bowmanville Badminton Club**, his or her assigns, licensees, successors in interest, legal representatives and heirs from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of the photographs, or in any processing tending toward the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced, and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn, and indignity. I agree that the Bowmanville Badminton Club owns the copyright in these photographs, and I hereby waive any claims I may have based on any usage of the photographs or works derived therefrom, including but not limited to claims for either invasion of privacy or libel.

I hereby warrant that I knowingly and willingly appear in some or all the photos, that I am of legal age\* and competent to sign this release. I agree that this release shall be binding on me, my legal representatives, heirs, and assigns in perpetuity. I have read this release and am fully familiar with its contents.

Witness: \_\_\_\_\_

Signed: \_\_\_\_\_

Participant

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_

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\*Consent (if applicable)

I am the parent or guardian of the minor named above and have the legal authority to execute the above release. I approve the foregoing and waive any rights in the premises.

Witness: \_\_\_\_\_

Signed: \_\_\_\_\_

Parent or Guardian

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_