

ERIN TENNIS CLUB
WAIVER OF LIABILITY AND RELEASE

The **ERIN TENNIS CLUB** (the “**Club**”) is a not-for-profit corporation composed of adult members and junior players and is governed by a volunteer Board of Directors. The tennis facilities behind Centre 2000 in Erin, Ontario (the “**Facilities**”) are owned by the Town of Erin.

I understand that the Club, including all of its members and the Board of Directors, and not the Town, are responsible for the maintenance and safe operation of the Facilities. I acknowledge that it is my responsibility to contribute to the safety of the Club premises and will check the courts for hazards prior to play. I will remove the hazardous material to a waste receptacle and notify a member of the Board of Directors if I observe a more serious hazard.

I further understand that the use of the Facilities and participation in the Club’s programs and events will be at my own risk and that I will not hold the Town of Erin, the Club, its members and/or the Board of Directors liable for a personal injury or harm associated with or arising from my use of the Facilities and/or my participation in the activities of the Club.

I acknowledge that tennis is a vigorous and competitive sport and that I am physically and mentally capable of playing tennis and participating in events staged by the Club and that I choose to participate in the activities of the Club at my own risk.

IN CONSIDERATION of the Club accepting me as a member or junior player:

1. I HEREBY AGREE TO RELEASE, DISCHARGE, AND NOT TO SUE any one or more of the Town of Erin, the Club, its members and Board of Directors (collectively referred to as the “Releasees”) from any and all liability to myself, each member or my family and each of my invited guests, for injury to my person or property, including injury resulting in death.
2. I HEREBY ASSUME FULL RESPONSIBILITY for any risk or occurrence of bodily injury or death to myself, my family and my guests, or for property damage while in attendance at the Facilities, playing tennis at the Club and/or participating in events of the Club, either at the Facilities or elsewhere.
3. I HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS the Releasees from any loss, liability, damage or costs that they may incur as a result of any injury to myself, a member of my family or to any guest of mine injured while in attendance at the Facilities or elsewhere.
4. I HEREBY ACKNOWLEDGE AND AGREE to abide by the Club Rules and Regulations posted on the Club’s website and in the clubhouse.
5. I HEREBY ACKNOWLEDGE THAT I am 18 years of age or older (and if not, that the permission and signature of my parent or legal guardian is required and presented below).

I have read this WAIVER OF LIABILITY AND RELEASE, understand that I have given up substantial rights by signing it, and have signed in freely and voluntarily without any inducement, assurance or guarantee being made to me, and that it is a complete and unconditional release of all liability to the greatest extent allowed by law.

Date: ____[day]/ _____[month]/ _____[year]

Member/Junior Player Name: _____ **Signature:** _____

If under the age of 18:

Parent/Guardian’s Name: _____ **Signature:** _____