



## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, PHOTOGRAPH RELEASE AND INDEMNITY AGREEMENT

### **TO: TORONTO TRIUMPH CLUB (hereinafter referred to as the "Club")**

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, PHOTOGRAPH RELEASE AND INDEMNITY AGREEMENT ISSUED BY THE CLUB. I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND HAVE AGREED TO IT BY COMPLETING MY ONLINE EVENT REGISTRATION FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN CONSIDERATION OF YOUR ACCEPTANCE OF ME TO PARTICIPATE IN THE CLUB OR IN ANY CLUB ACTIVITY OR EVENT, OR ANY CLUB SANCTIONED EVENT (hereinafter referred to as the "Club event"), I AGREE:

1. I understand the possible risks and dangers relating to the described event including the risk of personal loss, personal injury, or even death and hereby agree that neither I, nor anyone entitled to receive compensation as a result of injuries to me, will hold the property owners or the Club, its officers and directors, or anyone involved in organizing and running this event, liable for any loss, personal or bodily injury, property damage, or damage of any other kind or nature sustained by me, my passengers and all others who have attended this event with me, my car, or any other property while I am travelling to and from this event and while participating in or attending the event or any activity related to this event
3. To hold harmless and indemnify the Club from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Club event, including transportation before, during and after the Club event.
4. To comply with the stated and customary terms and conditions for participation in the Club event. If, however, I observe any unusual significant hazard during my participation in the Club event, I will remove myself from participation and bring such to the attention of the nearest Club official immediately.
5. I will abide by the Rules and Conditions governing the Club event.
6. The Club is authorized to take photographs of me at any Club event for publicity and promotional purposes only, including posting it on the Club's website or the Club's magazine or other social media applications.
7. This document will bind my heirs, executors, administrators, assigns and representatives and will have effect throughout my membership in the Club and, to the extent reasonably necessary to give effect, thereafter.

Novel Coronavirus (Covid-19) acknowledgement and assumption of risk. The following statements apply to me and to each of my passengers:

1. I am currently not experiencing COVID-19 symptoms nor have I had COVID-19 symptoms in the last 14 days nor have I travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
2. I have not had any close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days
3. I represent and warrant that I have not been advised by the Govt. of Canada, Ontario Public Health, my doctor or the Ontario Ministry of Health website to self-isolate due to possible exposure to COVID-19 in the last 14 days.
4. I confirm that I have been fully vaccinated as of the date of this event.
5. I agree to wear an Ontario Public Health recommended face mask when in close proximity to other participants and/or general public.
6. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my participation in the event. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I may sustain as a result of my participation in the event, howsoever arising, including, but not limited to, the active or passive negligence of the Club, its officers and directors, or anyone affiliated with this event.