

Toronto Gay Pickleball Association – WAIVER

By reading this document and agreeing to these terms, you will waive certain legal rights, including the right to sue. Please read carefully.

In consideration of the Toronto Gay Pickleball Association (the “TGPA”) permitting me to participate in TGPA events, including league and tournament play, the following waiver of all claims, release from all liability, agreement not to sue and assumption of all risks and further terms of this agreement (the “Waiver & Consent”) is entered into by me with and for the benefit of the TGPA.

1. Waiver of Claims, Release from Liability and Agreement Not to Sue

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, the TGPA and any of its directors, executives, representatives, employees, servants, instructors or agents (the “Personnel”) for any personal injury, death, property damage or other loss that I sustain during or as a result of my participation in league or tournament play due to any cause whatsoever on the part of any one or more of the TGPA, the Personnel, others or any of them, including:

- (a) Negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet such standards of care applicable to such circumstances);
- (b) Breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation.
- (c) Breach of any contract; and
- (d) Mistakes or errors in judgment of any kind.

2. Assumption of Risk

I am aware of the risks inherent in participation in league and tournament play with the TGPA. In particular I understand that Pickleball is a strenuous physical activity and can cause serious injury, including permanent disability, death and other losses both to me and my property which may result from the failure for any reason (including negligence) of the TGPA or the Personnel.

In particular, and without limiting the generality of the foregoing, I acknowledge that TGPA has warned me about the risk of injury that may result from wearing glasses or any other eyewear while participating in TGPA activities, including league and tournament play. I understand that it is possible that the ball may strike me in the face and may cause injury, including but not limited to blindness and permanent eye damage and that the risk of sustaining an eye injury while participating in TGPA activities is increased by wearing glasses or other eyewear.

I assume and accept all risks and dangers of participating in league and tournament play including the possibility of physical injury, death and property damage or other losses. I willingly accept these risks and agree to the terms of this Waiver & Consent even if the TGPA or the Personnel or either of them are found in law to be negligent or in breach of a duty of care or any other obligation to me in relation to league or tournament play.

3. Further Terms

I hereby authorize the release of any photographs and videos taken of me while attending TGPA events, including league and tournament play.

In agreeing to this Waiver & Consent, I am not relying on any oral, written, or visual statements of any kind, including any promotional statements, brochures or flyers made or distributed by the TGPA or by any of the Personnel to induce me to attend, or to participate in, league or tournament play.

I agree that this Waiver & Consent and the agreements and assumptions of risk that it contains will be governed in all respects by and interpreted in accordance with the laws of the Province of Ontario and I hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario.

I confirm that I am of the full age of nineteen years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver & Consent and that this Waiver & Consent will be binding upon my heirs, next of kin, executors, administrators, and successors.

Name: _____

Signature: _____

Date: _____