

**BEACONSFILED LAWN BOWLING CLUB - RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**  
*(To be executed by Participants over the Age of Majority)*

**WARNING! Please read carefully. By agreeing to this document, you will waive certain legal rights – including the right to sue**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of lawn bowling and the activities, programs, classes, services provided and events sponsored or organized by Bowls Canada Boulingrin, the Quebec Lawn Bowling Federation, and the Beaconsfield Lawn Bowling Club but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

**Disclaimer**

2. Bowls Canada Boulingrin, the Quebec Lawn Bowling Federation, and the Beaconsfield Lawn Bowling Club and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

**Description and Acknowledgement of Risks**

3. I understand and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
  - a) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
  - b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, lawn bowling surfaces, or other surfaces, extreme weather conditions; travel to and from premises
  - c) Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability
  - d) Contact: contact with lawn bowling balls, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
  - e) Advice: negligent advice regarding the Activities
  - f) Ability: Failing to act safely or within my own ability or within designated areas
  - g) Sport: the game of lawn bowling and its inherent risks, including but not limited to, walking, running, throwing, slipping on the bowls surface, delivering the bowls ball, picking up the bowls balls, stepping onto the bowls surface from the walkway or onto the walkway from the bowls surface, or stepping over dividers that divide one bowls sheet from the next
  - h) Travel: Travel to and from the Activities
  - i) Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION.

**Release of Liability and Disclaimer**

5. In consideration of the Organization allowing me to participate, I agree:
  - a) To WAIVE any and all claims that I may have now or in the future against the Organization;
  - b) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities;
  - c) To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the “Claims”) which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
  - d) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Quebec and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.