



## **BURLINGTON SOCCER CLUB**

3390 South Service Road, Suite 104, Burlington ON L7N 3J5

905.333.0777 • [www.burlingtonsoccer.com](http://www.burlingtonsoccer.com)

# **Rescue Puppy Yoga Liability Waiver – Pawther’s Day Event**

## RELEASE OF LIABILITY

### READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Puppy Yoga organized by Burlington Soccer Club, 3390 South Service Rd Suite #104 Burlington ON, L7N 3J5, and Niagara Dog Rescue, 6-1500 Upper Middle Rd West Suite #107 Oakville, ON, L6M 0C2 and/or use of the property, facilities and services of Rescue Puppy Yoga, I agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the parties associated with the Rescue Puppy Yoga event, or the employees, volunteers, representatives, or agents of Niagara Dog Rescue and the Burlington Soccer Club.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) the listed participants, in case the listed participants are NOT family members, and further release and discharge Burlington Soccer Club and Niagara Dog Rescue for injury, loss or damage arising out of mine or my participants use of or presence upon the facilities of the Rescue Puppy Yoga event, whether caused by the fault of myself, my family, the Rescue Puppy Yoga event or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend Burlington Soccer Club and Niagara Dog Rescue against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from mine or my participants use of or presence upon the facilities of the Rescue Puppy Yoga event.
4. **FEES.** I agree to pay for all damages to the facilities of the Rescue Puppy Yoga event caused by any negligent, reckless, or willful actions by mine or my participants.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Ontario law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further

agree and acknowledge Burlington Soccer Club has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the Canadian Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

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Participants Names

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Signee Name

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Signature

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Date