



ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT / MEDIA CONSENT

In consideration of being allowed to participate in programs and events, including but not limited to squash play, hosted by and/or at Ox Ridge Riding & Racquet Club ("ORRRC"), the undersigned acknowledges, appreciates, and agrees that:

1. I am aware that the sport of squash involves hazards and risks of bodily injury and death. With knowledge of such risks, I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I have been advised to wear all necessary and appropriate protective equipment, including eye protection. Even with such protective equipment, I acknowledge that the risks inherent in squash remain; and,

2. Participation in events and squash play at ORRRC includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and SARS-COV-2/COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) and/or others, and assume full responsibility for my participation in programs and events at ORRRC; and,

4. I willingly agree to comply with the stated and customary terms and conditions for participation in programs and events at ORRRC, including squash play, as regards protection against infectious diseases. If, however, I observe and any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest ORRRC official immediately; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS ORRRC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event and/or play squash (collectively "RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, including the aforementioned risks, to the fullest extent permitted by law.

6. I understand that, from time to time, ORRRC may take photographic images, video recordings, audio recordings, and/or other recordings of programs and/or events, including individuals such as myself who may be participating in and/or observing such programs and/or events, hosted by and/or at ORRRC for various purposes, including but not limited to community building, promotion of ORRRC, and/or marketing. As such, I know and hereby permit images, videos, and/or other recordings of myself to be included in media that ORRRC may, in its sole discretion, upload to social media, the ORRRC website, email, or otherwise publish. By signing this waiver, I agree that ORRRC has my permission to use my likeness and/or voice in such media without condition, limitation, or compensation.

7. I understand that ORRRC has access to my email address and phone number. ORRRC agrees to not sell this information to third-party marketers, but I understand that ORRRC may use this information to contact me for its own marketing purposes in the future. I further understand that I may opt-out of such communications in the future.

8. To the extent that my child/ward is participating in activities at ORRRC and is a minor (under the age of 18 at the time of entering ORRRC), this signature will certify that I, as parent/guardian, with legal responsibility for my child/ward, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against both communicable diseases and the risks inherent in the sport of squash. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence at or participation in programs and events at ORRRC, including squash play, as provided above, EVEN IF ARISING FROM NEGLIGENCE, to the fullest extent provided by law. Furthermore, on behalf of my child/ward, I consent to ORRRC utilizing my child/ward's likeness and/or voice as more fully set forth in paragraph 6, above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Date signed: _____

Participant or Guardian signature (for minors): _____