



Durham Woodworking Club (DWC)
Basement, Simcoe Street United Church
66 Simcoe St S., Oshawa, Ontario, L1H 4G3

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
 ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**
 (Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR OTHER EVENT.

PLEASE READ CAREFULLY!

**WE RECOMMEND YOU SEEK INDEPENDENT LEGAL ADVICE
 PRIOR TO SIGNING THIS AGREEMENT**

| | | | |
|---|--------|----------|----------------|
| Name | Last | First | Middle Initial |
| Address | Street | | |
| | City | Province | Postal Code |
| Club Name Durham Woodworking Club | | | |

DEFINITIONS

In this Release Agreement:

the term "WOODWORKING" shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions as well as the utilization of all or any, of the Releasee’s protocols, woodworking equipment, tools, machinery and other equipment.

The term “RELEASEES” refers to the Durham Woodworking Club, including all of its past, present and future directors, officers, members, instructors, agents, independent contractors, successors and assigns, and the Simcoe Street United Church including all of its past, present and future directors, officers, members, instructors, agents, independent contractors, successors and assigns.

ASSUMPTION OF RISKS

I am aware that Woodworking involves many inherent risks, dangers and hazards,

I AM AWARE OF THE MANY RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WOODWORKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM THEM.

I HEREBY RELEASE, DISCHARGE AND ACQUIT THE RELEASEES, FROM ANY AND ALL CLAIMS FROM ANY PERSONAL INJURY OR PROPERTY LOSS OF ANY NATURE WHATSOEVER WHICH WAS THE RESULT OF ANY ACT, ACTION OR OMISSIONS, OR NEGLIGENCE OF ANY OF THE RELEASEES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in woodworking and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES, AND TO RELEASE THE RELEASEES from any and all Liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in woodworking, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, FUNDAMENTAL BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WOODWORKING REFERRED TO ABOVE;**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in woodworking;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Ontario. In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in woodworking, other than what is set forth in this Release Agreement.

My Signature, below, indicates that:

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THE RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I ALSO CONFIRM THAT I WILL BE REQUIRED TO TAKE SAFETY COURSES AND MANDATORY TRAINING REGARDING THE USE OF THE RELEASEE’S TOOLS AND EQUIPMENT.

I ALSO CONFIRM THAT I UNDERSTAND THE NEED FOR, AND AGREE TO CONDUCT MYSELF IN A SAFE, RESPECTFUL AND RESPONSIBLE MANNER AT ALL TIMES WHEN INVOLVED WITH THE DURHAM WOODWORKING CLUB.

I ALSO ACKNOWLEDGE THAT I HAVE SOUGHT AND RECEIVED TO MY SATISFACTION ALL RELEVANT, INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION OF THE RELEASE AGREEMENT.

Signed this _____ day of _____, 20_____.

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| Signature of Witness | Signature of Participant |
| Please Print Witness Name Clearly | Please Print Participant Name Clearly |