



## **ROLLER SKATE RENTAL & OUTDOOR RINK**

### **WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

*Hamilton Waterfront Trust, 47 Discovery Drive, Hamilton, Ontario, L8L 8K4*

#### **PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

This Waiver and Release of Liability ("Agreement") is entered into by the undersigned ("Participant") in favour of **Hamilton Waterfront Trust**, its owners, officers, directors, employees, agents, contractors, volunteers, successors, and assigns (collectively, the "Released Parties").

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#### **1. ASSUMPTION OF RISK**

I understand that roller skating, whether on an outdoor rink or elsewhere, involves inherent risks and dangers including but not limited to: falls, collisions, equipment failure, environmental conditions, and the actions of other participants. These risks may result in serious injury, disability, or death.

I voluntarily assume all such risks, both known and unknown, even if arising from the negligence of the Released Parties.

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#### **2. RENTAL EQUIPMENT**

I understand that roller skates may be available for rent. I accept full responsibility for the proper use and return of all rented equipment.

I agree to inspect any rental equipment prior to use and immediately report any defects or concerns. I waive all liability related to the condition or suitability of any rental equipment provided.

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#### **3. SAFETY GEAR DECLARATION**

I acknowledge that **safety gear—including helmets, wrist guards, knee pads, and elbow pads—is strongly recommended** while roller skating.

I understand and agree that **the Hamilton Waterfront Trust does not provide safety gear**. It is solely **my responsibility to bring and wear properly fitting safety equipment**.

If I choose not to wear safety gear, I fully understand and accept the increased risk of injury. I agree that such a decision is made entirely at my own discretion and risk.

I waive all claims against the Released Parties for any injury, loss, or damage resulting from the lack or improper use of protective gear.

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#### **4. RELEASE OF LIABILITY**

I hereby waive, release, and discharge the Released Parties from any and all liability for any injury, loss, or damage to person or property arising out of or connected with my participation in roller skating activities or use of rental equipment, whether arising from negligence or otherwise.

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#### **5. INDEMNITY**

I agree to indemnify and hold harmless the Released Parties from any and all claims, suits, liabilities, damages, or expenses (including legal fees) arising from or related to my participation.

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#### **6. RULES & COMPLIANCE**

I agree to comply with all rink rules, posted signage, and instructions from staff. Failure to do so may result in removal from the premises without refund.

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#### **7. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect.

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#### **8. GOVERNING LAW**

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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#### **PARTICIPANT INFORMATION**

Full Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **IF PARTICIPANT IS UNDER 18 YEARS OF AGE:**

I am the parent or legal guardian of the above-named minor and I agree to this waiver on their behalf.

Parent/Guardian Name: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_