



TORONTO HOSTELS TRAINING CENTRE

Training for Change

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RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

Please Note: The Toronto Hostels Training Centre's mandate is to provide adult training only. Due to liability issues, the Centre cannot train individuals under 16 years of age. For individuals 16 and 17 years of age, a parent or guardian will be required to sign waivers in person for First Aid and CPR and Crisis Prevention related trainings.

IN CONSIDERATION OF receiving instruction, and/or participating in any one of the following programmes: **Emergency First Aid & CPR, Standard First Aid, AED & CPR and Recertification, Non-Violent Crisis Intervention (CPI), and/or Understanding and Managing Aggressive Behaviour (UMAB)**, hereinafter referred to as **"the programmes"**. Involving Toronto Hostels Training Centre, located at 65 Wellesley Street E., Suite 501, Toronto, Ontario M4Y 1G7 hereinafter referred to as the **"programme site"**. Involving Toronto Hostels Training Centre and various instructors contracted from time to time with Toronto Hostels Training Centre (hereinafter collectively referred to as **"the Releasee"**), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

I, _____ on behalf of myself,
Name of Participant (please print your name)

my heirs, personal representatives, and all family members, next of kin, successors and assigns (hereinafter collectively referred to as **"the Releasor"**) do covenant and agree to the following:

Not to sue or otherwise commence any action in any Court of law, and to Release, Waive and Discharge the **"Releasee"** from all liability whatsoever to the **"Releasor"** for any and all loss or damages, and any claim or demands therefore, on account of any injury to me or my property, which may result in my death, and even if it results in my death, arising out of or in any way related to my engagement in the **"programmes"**, from any cause whatsoever, including, without limitation, the **"Releasee,"** to enforce rules and regulations, or to make inspections, the condition of any portion of the **"programme site"** defective products, and any act or omission of the **"Releasee"** or any of them or any other act whether caused by the negligence of the **"Releasee"** or otherwise.

To Indemnify and save harmless the **"Releasee"** and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the **"Releasee"** arising out of my injury or death, or injury or damage to my property, while I am at the **"programme site"** and/or engaging in the activities of the **"programme"** and whether caused by the negligence of the **"Releasee"** or otherwise.

To assume full responsibility for any risk or bodily injury, death or property damage arising out of or related to the activities whether caused by the negligence of the **"Releasee"** or otherwise.

Acknowledge that the activities may be inherently dangerous and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the "Releasee."

Agree that this document extends to all acts of negligence by the "Releasee" at the "programme site", including negligent rescue operations and this document is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario and if any portion thereof is held to be invalid, it is agreed and understood that the balance shall, notwithstanding, continue in full legal force and effect.

Agree that this document shall be binding upon and enforceable against me, my heirs, my personal representatives, any and all family members, next of kin, successors and assigns without limitation and shall be in full force and effect at any time, and from time to time, in which I may engage in the activities.

I covenant and agree that I have thoroughly read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. I fully understand its terms. I understand that I have given up substantial rights by signing it, and I have signed it freely and voluntarily and without duress, and without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional Release of All Liability to the greatest extent allowed by law.

I have read and voluntarily sign the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and further agree that no oral representations, statements, or inducements apart from the forgoing written agreement have been made to me.

Release and Waiver of Liability, Assumption of Risk and Indemnity is specific to the dates of the training.

Dated in TORONTO, ONTARIO this _____ day of _____.

Signature of Participant: _____

Name of Participant: _____

Witness (THTC Staff): _____