



Membership Card Number:

PART A: MEMBER INFORMATION – PLEASE PRINT

| Member First Name | Member Last Name | Birth Date MM/DD/YY | Gender |
|-------------------|------------------|---------------------|--------|
|-------------------|------------------|---------------------|--------|

| Address | Apt/Unit # | Postal Code | City |
|---------|------------|-------------|------|
|---------|------------|-------------|------|

| Email | Cell Phone | Home Phone | School |
|-------|------------|------------|--------|
|-------|------------|------------|--------|

Grade

Any Accessibility Needs?

Reason for Being Here

Sport Mental Wellness Support Academic Support Employment Support Other: _____

How Did You Hear About MLSE Launchpad?

Community Agency Family Friends Internet School TCHC Other: _____

PART B: EMERGENCY CONTACT INFORMATION

| <u>Emergency Contact 1</u> | | | |
|----------------------------|-----------|--------------|--------------|
| First Name | Last Name | Cell Phone # | Relationship |

| <u>Emergency Contact 2</u> | | | |
|----------------------------|-----------|--------------|--------------|
| First Name | Last Name | Cell Phone # | Relationship |



PART C: MEDICAL

ALLERGIES

Plants Animals Food Molds Drugs Bees Other

Please describe the allergic reaction and the treatment for **each** checked allergy:

MEDICATION

Do you take any medication? Yes No

If yes, name of medication/reason:

Will medication be needed at MLSE LaunchPad? Yes No

**MLSE LAUNCHPAD****COVID-19 AND SPORTS PARTICIPATION RELEASE AND WAIVER AGREEMENT**

Name of Participant: _____ (the “Participant”)

Name of Program: MLSE LaunchPad (the “Program”)

TO THE PARTICIPANT: READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING LAWSUITS IN THE FUTURE IF YOU BECOME SICK OR INJURED WHILE ATTENDING THE PROGRAM OR ENGAGING IN PROGRAM-RELATED ACTIVITIES. BY SIGNING THIS AGREEMENT, YOU ARE ACKNOWLEDGING THAT PARTICIPANT AND PARENT HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW, AND THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH A LAWYER OF YOUR CHOICE REGARDING ITS TERMS.

Preamble As a condition for the Participant being allowed to participate in the Program, the Participant, on behalf of themselves consent and agree to the following terms. As used in this Agreement, the term “**Related Persons**” shall mean a Parent’s or Participant’s heirs, assigns, executors, administrators, next of kin and other persons acting or claiming to act on their behalf.

1. **Acknowledgment of COVID-19 Risks.** Participant understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, “**COVID-19**”) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented by the Program, Maple Leaf Sports & Entertainment Partnership (“**MLSE**”) and/or third parties (such as by federal, provincial or municipal governmental agencies) (collectively, the “**COVID-19 Protocols**”), can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person’s age or health condition. Participant also acknowledge that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time to time persons present at the Program may not comply fully with the COVID-19 Protocols. Participant understand that the implementation of the COVID-19 Protocols does not guarantee that Participant will not (i) be exposed to or contract COVID-19 as a result of his/her attendance at the Program or (ii) pass COVID-19 on to others, including other family members of Participant. Participant understand and knowingly and voluntarily assume all risks related to traveling to and from, and practicing and playing games at the Program. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID-19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Participant’s own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). The Participant accept that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant or any Related Persons may incur in connection with the risks described above.

2. **Acknowledgement of Program Participation Risks.** There are inherent risks that come with participating in the Program. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. For example, the Program may test Participant’s physical limits, which creates an inherent risk of physical injury. Other inherent risks include contact or collision with other persons or objects, head injury, inadequate or negligent first aid or emergency



measures, weather-related hazards, and natural hazards. Participant understand and acknowledge that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death). The Participant accept that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant or any Related Persons may incur in connection with the risks described above.

3. **Participant Acknowledgements.** Participant acknowledge that the following statements are true and accurate and that no Released Parties (as defined in paragraph 4 below) can be held responsible in any way if they are not: (i) Participant have consulted with Participant's own doctor to ensure that his participation in the Program will not pose any unusual risks to his/her health and well-being, (ii) Participant is in good condition physically and has not been advised or cautioned against participation in the Program by his/her doctor or any other medical practitioner, and (iii) Participant is covered by medical insurance. Parent authorize the Released Parties to secure emergency medical care or transportation (i.e., EMS) for Participant when deemed necessary by the Released Parties at the sole cost of Participant.

4. **Release, Waiver and Covenant Not to Sue.** For purposes of this Agreement, (i) the term "**Released Parties**" shall mean MLSE LaunchPad, MLSE Foundation, Maple Leaf Sports & Entertainment Partnership ("MLSE"), Toronto Community Housing Corporation, Launchpad's program partners, sponsors, funders and donors ("Partners"), and each of their parent companies, affiliates, subsidiaries, directors, officers, employees, agents, insurers, assigns and successors, together with all Program directors, volunteers, staff, coaches, training and medical personnel and (ii) the term "**Claims**" shall mean any and all liability, lawsuits, causes of action and claims for damages, costs or expenses, whether past, present or future, and whether known or unknown.

Parent and Participant, on their own behalf, and on behalf of their Related Persons, hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to), all Claims, including, but not limited to, Claims arising out of or in connection with my death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which Parent, Participant and any Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) Participant's exposure to COVID-19; (ii) Participant's attendance at the Program and participation in activities at or related to the Program; (iii) Participant's travel to or presence at the Program; or (iv) any of the risks identified above in paragraphs 1 and 2 of this Agreement. Parent and Participant understand that this release, waiver and covenant not to sue includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers Claims of any sort, whether suffered before, during or after Participant's participation in the Program.

7. **Governing Law.** Participant agree that this Agreement shall be governed by the laws of the Province of Ontario, without regard to choice of law principles.

8. **Severability.** Participant agree that if any part of this Agreement is declared illegal, unenforceable or ineffective to any extent, that part of the Agreement shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, that part of the Agreement shall severed from the rest of the Agreement, so that all of the other provisions contained in this Agreement shall remain valid and binding.



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PARTICIPANT MUST COMPLETE: I HAVE READ THIS AGREEMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT I, ON BEHALF OF MYSELF, AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I understand that this Agreement is a material inducement for Participant's ability to participate in the Program and that the Released Parties are relying upon it. I also agree that no promises, statements or inducements contrary to anything contained in this Agreement have been made by any of the Released Parties. I acknowledge that I have had the opportunity to seek legal advice regarding this Agreement from a lawyer of my choice.

Print Name:

Address:

City:

Province:

Postal
Code:

Phone:

Email:

Signature:

Date:

**MLSE LAUNCHPAD – RELEASE AND ASSUMPTION OF RISK AGREEMENT****ALL PARTICIPANTS MUST PRESENT SIGNED WAIVER PRIOR TO PARTICIPATING IN PROGRAMS AT MLSE LAUNCHPAD**

I am _____ (please print) (the "Participant"), who desires to participate in programs, events, training, games or activities (each, a "Program") at **MLSE LAUNCHPAD** in Toronto, Ontario ("LAUNCHPAD"). On behalf of the Participant, myself, and anyone else who may make any claim for or on behalf of the Participant, I hereby irrevocably and unconditionally:

1. represent and warrant that the Participant is in good health and physical condition and can participate in the Program, and acknowledge and understand that participation in or attendance at the Program involves certain risks and dangers of accidents, serious personal and bodily injury, including death, and property loss or damage either specifically as a result of participation in the Program or related transportation. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks and to submit this Release and Assumption of Risk Agreement (the "Waiver");
2. fully and forever release, discharge and indemnify Launchpad, MLSE Foundation, Maple Leaf Sports & Entertainment Partnership ("MLSE"), Toronto Community Housing Corporation, Launchpad's program partners, sponsors, funders and donors ("Partners"), and each of their parent companies, affiliates, subsidiaries, directors, officers, employees, agents, insurers, assigns and successors, together with all Program directors, volunteers, staff, coaches, training and medical personnel (collectively, the "Released Parties") of and from any and all causes of action, lawsuits, losses, damages, injuries (including death) howsoever occurring, whether by negligence or otherwise, claims, demands, sums, costs, expenses (including legal fees), and any other liability of any kind, of or to me or the Participant or any other person, arising out of or in connection with the Program, including, without limitation, participation of the Participant in the Program or Program-related transportation;
3. agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of loss, damage or injury sustained by me, the Participant or others howsoever occurring, whether by negligence or otherwise in connection with the Program and I waive any right to do so. This means that I cannot sue or hold the Released Parties responsible for any loss, damage, or injury that I or the Participant may experience related to the Program including, without limitation, transportation;
4. waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. This means my insurers have no right of subrogation;
5. agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees) incurred or suffered by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, or injuries (including death), howsoever occurring, whether by negligence or otherwise, claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me or others in connection with the Participant's participation in the Program. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries the Participant suffers;
6. understand that the Released Parties do not provide any insurance, whether life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with Participant's participation in and attendance at the Program. If I want insurance of any kind on behalf of the Participant, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Program;
7. acknowledge that if any portion of this Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Waiver supersedes any oral or written statements made by or to me or the Participant in connection with the Program. I understand that I cannot terminate, cancel or revoke this Waiver for any reason;



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8. agree that, in the event that I cannot be reached in a medical emergency, I hereby authorize and permit the Program or Launchpad personnel to administer first aid to the Participant, and to authorize such other medical treatment and transportation as may be recommended by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to the Participant;

9. give and grant perpetually to Launchpad and its affiliates, licensees, employees, agents and Partners the irrevocable right (including, without limitation, all now and hereafter existing common law, statutory and moral rights) to use the name, address, photograph, image and likeness, and voice of the Participant (the "Attributes") for publicity purposes, commercial or otherwise, in any media without compensation or further notification including, without limitation, the perpetual and unlimited right to reproduce any materials produced by Launchpad incorporating the Attributes, and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform and use for any purpose, in any manner, by any means and in any medium, all or any part of the matter and things referred to in this paragraph. I acknowledge that neither I or the Participant shall have any right, title or interest in or to any materials produced hereunder incorporating the Attributes;

10. further agree that this document is governed by the laws of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

11. Please read each statement and the corresponding documents and check each box in agreement of your acceptance.

Code of Conduct

I have read and signed the code of conduct

Email Communication

I consent to receive information regarding MLSE LaunchPad programs/events via email. Canada's Anti-Spam legislation (CASL) came into effect July 1, 2014. CASL requires that we obtain your consent to begin/continue to send you electronic communications.

I HAVE READ THIS WAIVER CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS WAIVER, I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND THE PARTICIPANT, AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participants Signature: _____

Print Name of Participant: _____

Date: _____



MLSE LAUNCHPAD CODE OF CONDUCT

The staff of MSLE LaunchPad is committed to providing a safe and enjoyable experience for all members. However, members are also responsible to assist in these efforts. You must review this code of conduct.

BEHAVIOUR

1. Members must respect each other.
2. Members will not tease or bully each other for any reason.
3. Members must respect others and their property. Members will refrain from touching others in any harmful or inappropriate way.
4. Members will not use foul or offensive language.
5. Members will follow directions the first time they are given.
6. Members must listen to their instructor and/or visiting instructors.
7. Members must respect and protect MLSE LaunchPad property.

SAFETY

8. Members will sign-in and sign-out with the staff each time they visit MLSE LaunchPad.
9. Members will adhere to all safety rules and regulations

GENERAL

10. Members are expected to wear appropriate clothing, including non-marking footwear that is closed-toe/closed-heel.
11. Members must inform staff if they are experiencing a problem with another member or guest. If we are not informed, we cannot help to solve the issue.
12. Members will attend registered programs regularly or will be removed from the program roster.

I have read the above MLSE LaunchPad Member Code of Conduct. I agree to adhere to all the above to ensure that my program experience as well as other members' in attendance at MLSE LaunchPad is a positive one. **I understand that failure to adhere to these rules may result in my dismissal from the program and facility.**

| | |
|-------------------|-------|
| Member Signature: | Date: |
|-------------------|-------|