

Sample Form Waiver Agreement #1

Club Name _____ Waiver Agreement

Date _____ to _____

I agree to hold the (Club name) _____, its executive and members harmless for any injury or other grievance arising out of social events and activities held by or organized for members of this club.

When (Club name) _____ collects your name and contact information this data is used for club purposes only and will not be given to any other entity. Members must not use the membership roster for any purpose other than (Club name) _____ business and must ensure that it is not given to anyone other than club members.

Membership carries automatic approval to receive emails unless a member advises us otherwise.

Please note that as social media become more pervasive, you should not take pictures of club members without their knowledge. The onus is on members to leave a photo opportunity if they do not want their picture taken or published.

By signing this waiver you agree to the above outlined provisions.

Name (print) _____ Date _____

Signature _____

Sample Form Waiver Agreement #2

Club Name Here

Name: _____ Year joined NEWCOMER: _____
Address: _____
Postal code: _____
Phone: _____
Email: _____
Birthday: (month & day) _____
Interests: _____
Spouse? Name: _____ Interests: _____

Liability Waiver:

For and in consideration of becoming a member of (Club name) _____ and other good and valuable consideration, the sufficiency of which is hereby acknowledged, I, _____, hereby waive, release and forever discharge (Club name) _____, its directors, officers, members and their respective successors and assigns (the "Releases") of and from any claim, action, cause of action or liability which I may now or in the future have against the Releases for loss, damage, injury (including death), cost or expense which I may suffer or incur as a result of or arising from my participation in, attendance at or invitation to social events held by or organized for members and/or guests of (Club name) _____.

X _____
Date _____

Confidentiality Agreement:

(Club name) _____ collects members' names, postal and email addresses, telephone numbers and other pertinent information for the sole purpose of club events, sending you a newsletter and providing a roster of names and contact information to only members of our club. (Club name) _____ does not sell, disseminate or otherwise provide your name and information to any other entity. By signing this form you agree to the above use of your personal information. If you choose not to have any of the above information released to members please note the exception: I, _____, agree to all of the above and that I will not use or disclose (Club name) _____ membership information except for (Club name) _____ purposes.

X _____
Date _____

Sample Form Waiver Agreement #3

Club Name:

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

IN CONSIDERATION of being permitted to compete, officiate, observe or participate in any way in the events organized or sponsored by (Club Name) _____, which events may include but are not limited to cycling, hiking, walking, golfing, skiing, snowshoeing, trekking, alcohol and food consumption, transportation (all of which are collectively referred to as the "Events"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the undersigned, for and on behalf of myself, my heirs, executors, administrators, next of kin and assigns, HEREBY:

1. **ACKNOWLEDGE** that the Events involve inherent RISKS, DANGERS AND HAZARDS which may cause BODILY INJURY and/or DEATH and/or PROPERTY DAMAGE;
2. **WAIVE** any and all claims that I may have against (Club name) _____, National Newcomers Association of Canada, and each of them, their directors, officers, employees, servants, members, representatives or agents (all of whom are collectively referred to as the "Releasees");
3. **RELEASE** the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer arising out of or related to the Events or as a result of my participation in the Events DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM KNOWN OR UNKNOWN RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENTS;
4. **ASSUME FULL RESPONSIBILITY FOR** ANY RISK OF BODILY INJURY, PERMANENT OR OTHERWISE, DEATH OR PROPERTY DAMAGE that I may suffer arising out of or related to the Events or as a result of my participation in the Events WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; and **WAIVE NOTICE** of all RISKS, DANGERS, HAZARDS AND CONDITIONS in or about the Events;
5. **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur as a result of my participation in the Events WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; and
6. **AGREE** that this *Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement* is intended to be as broad and inclusive as is permitted by the laws of the Province of _____, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read this *Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement* prior to signing it, fully understand its terms, and understand that by signing it I am affecting the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators and assigns in relation to the Releasees.

I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, REPRESENTATION, ASSURANCE, OR GUARANTEE BEING MADE, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT _____ SIGNATURE _____ Date _____

WITNESS _____ SIGNATURE _____ Date _____

PARTICIPANT _____ SIGNATURE _____ Date _____

WITNESS _____ SIGNATURE _____ Date _____

Sample Form Waiver Agreement #4

Liability & Confidentiality Release Waiver

1. Hold Harmless

I, (full name), hereby waive Thornhill Newcomers and Alumnae Association and National Newcomers Council of Canada (NNCC) from any liability of injury, or loss, or damage to personal property associated with activities or events in which I or any of my family members participate. I agree not to bring any claim against the organization, or organizers of any of the events, or against officers involved in the events. I understand that all activities participated in during events are done at my own risk and I accept full and all responsibility.

2. Personal Information

The Federal Personal Information and Protection and Electronic Document Act (PIPEDA) came into effect January 2004. The personal information collected by Thornhill Newcomers and Alumnae Association is used only for Club purposes: such as distribution of newsletters and directory of members, announcements of events, invites to meetings and/or events, and general club communication. The Club does not sell, disseminate or otherwise provide your personal information to other entities.

3. Personal Use

You agree that you will not use members' personal information or Thornhill Newcomers and Alumnae Association information provided to you for any purpose other than to achieve the goals of the Club. Members and Club information is not to be used for commercial gain, any form of advertising or marketing, or distribution to third parties. It is the duty of all members to report such irregularities to the Executive immediately and any misuse of Club or Members' information may lead to expulsion.

4. Club Use of images

With today's technology, it is almost certain that photos will be taken at Thornhill Newcomers and Alumnae Association events. You agree that the onus is on you to leave a photo opportunity if you do not want your photo taken or published in the Club's newsletters, on the Club's website or any means used by the Club to promote the Club and its activities. The Club agrees to, where possible, to remove your photo, or request that your photo be removed, should you have been unaware that photos were taken at an event.

5. Members Use of images

I understand that the social media has become pervasive. I agree that when I have taken photos at Club events for my personal use and/or personal social network, that I will honour a members request to remove their photos from my social network and/or the public view. I will treat members with respect, just as I expect to be treated with respect. I agree that nobody needs to be portrayed in an unflattering or disrespectful manner.

We all have been Newcomers at one or other time in our lives and we appreciate the value of friendship and support received and given by Newcomers. I undertake to be an ambassador for Thornhill Newcomers and Alumnae Association and Newcomers in general and will be guided by the Clubs bylaws and general conduct.

I acknowledge that I understand the content of this document and am aware that it is legally binding.

Member Signature:

Date: