



10288 Yonge Street,
Unit 7. Richmond Hill
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Tel: +1 905.237.77.59
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www.opendoorzclub.ca

WAIVER & INDEMNITY

THIS AGREEMENT made effective as of the ____ day of _____ 20____, by and between the following parties:

THE OPEN DOORZ CLUB CORP.
(hereinafter called the "Playground")

OF THE FIRST PART
- and -

(hereinafter called the "Customer(s)")

OF THE SECOND PART

In consideration of the covenants and conditions contained herein the undersigned hereby expressly give _____ permission to use the facility at The Open DoorZ Club (the "Playground") with the full knowledge and understanding that the Playground is an all inclusive facility which caters to all individuals some of which may suffer from a wide array of developmental and behavioural disabilities including but not limited to: Autism, Attention Deficit Hyperactive Disorder, and other sensory deprivation disabilities. I/We also understand that individuals with some of these disabilities may sometimes pose a safety risk to _____ albeit, unintentionally and even if unprovoked.

The undersigned further acknowledge that the Playground is a facility akin to a health club or activity centre which houses various pieces of equipment for the use of its patrons (which for purposes of this document shall be defined as any person who attends the Playground facility and is not employed by the Playground or any of its subsidiaries) and that it is the responsibility of each patron and their accompanying adult to familiarize themselves with the proper use of the equipment and ensure their own safety.

The undersigned also acknowledge and affirm that the use of the Playground and the improper use of its equipment may be dangerous and may result in serious injury. It is further understood and agreed that notwithstanding the best efforts of the Playground staff and attendants to ensure the safety and good working order of the Playground equipment absolute safety cannot and is not guaranteed.

The undersigned also understand that the use of the equipment at the Playground may increase the risk of seizures and that the undersigned have been provided with an opportunity to consult a physician and a lawyer prior to executing this waiver and indemnity and prior to the use of the Playground facility and equipment. In the event that the undersigned has/have not consulted said physician and/or lawyer, the undersigned hereby waive release and forever indemnify the Playground, its directors, employees, insurers, successors and assigns from any and all claims, damages or causes of action that may develop or arise from my/our failure to do so.





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It is further understood and acknowledged that every patron of the Playground must be accompanied by an adult throughout and for the full duration of their time at the Playground facility and that the undersigned are solely responsible for the health and safety of the patron(s) they are accompanying. For further clarity, the undersigned affirm and acknowledge that the Playground and its staff are only responsible for providing the Playground patrons with a facility which houses various pieces of equipment for patrons to interact with alone and with other individuals, but that it is the sole and absolute responsibility of each and every patron and accompanying adult to ensure the safety and well-being, proper use of equipment, of themselves and those that they accompany.

It is also understood that it is the responsibility of the undersigned to ensure that _____ is accompanied by at least one adult supervisor at all times for the complete duration of their attendance and use of the Playground. It is also understood that it is the responsibility of the adult supervisor to ensure the safety and well-being of each patron in their care and hereby agree to indemnify and save harmless the Playground, their employees, beneficiaries, successors and assigns. It is further agreed that it is obligation and duty of the undersigned to ensure that the adult supervising _____ is aware of the contents of this indemnity and waiver and in particular their responsibilities contained herein.

It is further agreed that any patron may be asked to leave the Playground facility if it is determined by the Playground staff, in their sole and absolute discretion, that said patron is potentially dangerous to themselves, others, is damaging the Playground equipment, or cannot otherwise be controlled.

Notwithstanding the foregoing, the undersigned hereby release and forever discharge the Playground, its officers, directors, shareholders, employees, successors and assigns from any and all liability whatsoever in connection with any harm or injury sustained by any patron for which this waiver and indemnity applies to on account of their use of the Playground facility and equipment.

Notwithstanding the foregoing, and with the full knowledge and understanding of each and every provision herein, the undersigned execute this agreement freely and voluntarily.

Dated at Toronto/Richmond Hill this ___ day of _____ 20__

Customer(s)
Name:

Customer for and on behalf of the Child
as the Child's legal representative

Customer for and on behalf of the Child
as the Child's legal representative

Per: _____
OPEN DOORZ CLUB CORP.
Name:
Authorized Signing Officer

