

O'Connor Hills Tennis Club Membership Application Form 2023

Please make cheques payable to: **O'Connor Hills Tennis Club** and mail to:

OHTC Membership
c/o 97 Cornerbrook Dr.
Toronto, ON M3A 1H5

Adult (18 years or older as of Jan. 1, 2023) \$120 each
 Juniors (Under 18 years as of Jan. 1, 2023) \$50 each
 Family Fees (Two adults and all same-family juniors) >. \$300

Surname	First Name	Over 60?	Junior?	Birthday (Juniors only)	Phone Number

Amount enclosed/e-transferred \$ _____ e-transfer to treasurer@oconnorhillstennis.com

I do not want my phone number published on the membership list.

Address, including postal code (required by City of Toronto):

Email (please print clearly): _____

In making the application, I hereby release the O'Connor Hills Tennis Club, its officers, agents, employees and staff, from claims for damages arising from any accident or injury from participation in any event or program at any location [see pages 2-3 for full details]. I also agree to abide by the rules and regulations of the O.H.T.C. The information requested on this form is for Club purposes and will be shared only with the North York Tennis Association, the Ontario Tennis Association and the Parks and Recreation Department of the City of Toronto according to their requirements.

Signature: _____ Signature: _____

(for each applicant over 18)

Email this form, including signature, to membership@oconnorhillstennis.com.

For further information call: Nickie Fitzpatrick @ 416-447-6583 or Frank Mancuso@ 416-881-3104

ASSUMPTION OF RISK, WAIVER AND RELEASE

Please read this document carefully and in its entirety.

ASSUMPTION OF RISKS I ("Releasor") acknowledge that there can be no assurance that the coronavirus, COVID-19, and/or any related disease (collectively, the "Virus") will not be contracted by members who attend on the premises of O'Connor Hills Tennis Club ("the Club"). That is a risk that I must assess for myself and my family: if I choose to attend the Club's premises and/or play, I am assuming the risk of contracting the Virus and of then transmitting it to others.

I ACKNOWLEDGE AND ACCEPT THAT ATTENDANCE AT THE CLUB INVOLVES MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF CONTRACTING the Virus. THIS RISK MAY ARISE OUT OF ATTENDANCE AT THE CLUB, CONTACT AND / OR PARTICIPATION WITH OTHER PARTICIPANTS OR EQUIPMENT. RISKS MAY ARISE DUE TO MY OWN ACTIONS, INACTION, THE ACTIONS OR INACTIONS OF OTHERS, THE CONDITION OF CLUB FACILITIES WHEREIN THE ACTIVITIES TAKE PLACE, AND / OR THE NEGLIGENCE OF THE CLUB. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DISEASE OR DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE CLUB OR OTHERWISE. WAIVER OF CLAIMS AND RELEASE OF LIABILITY

I hereby expressly waive and release any and all claims, actions or otherwise which I have or may in the future have against the Club, its affiliates, and their respective directors, officers, employees, agents, representatives, members, successors and assigns (collectively, "Releasees"), on account of injury, disease or death or property damage arising out of or attributable to my participation in the activities of the Club or attendance at the Club, due to any cause whatsoever, including without limitation the negligence of the Club or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under legislation or otherwise. I covenant not to make or bring any such claim against the Club or any other Releasee, and forever release and discharge the Club and all other Releasees from liability for, pursuant to or under such claims. I shall defend, indemnify and hold harmless the Club and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my participation in the activities of the Club or attendance at the Club.

This Assumption of Risks, Waiver of Claims and Release of Liability, shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor, Parent or Guardian on behalf of the Releasor with respect to the matters covered by this Assumption of Risks, Waiver of Claims and Release of Liability. This Assumption of Risks, Waiver of Claims and Release of Liability may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor, parent or guardian on behalf of the member and /or non-member player in any subsequent action that the other parties in the subsequent action were not party to formation of this Release.

I acknowledge that this Agreement constitutes the entire agreement between the Club and me with respect to the subject matter contained herein, that the terms of this Agreement are contractual, are not merely a recital, and that this Agreement supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY IF SIGNING ON BEHALF OF A MINOR: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Assumption of Risks, Release of Liability and Waiver of Claims. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on me and my heirs and next-of-kin and shall enure to the benefit of the Club, its successors and assigns, and all other Releasees. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE CLUB AND THE RELEASEES. I CONFIRM THAT I HAVE EITHER SOUGHT AND RECEIVED INDEPENDENT LEGAL ADVICE OR I AM WAIVING MY RIGHT TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

I agree to all the terms and conditions set forth in this Agreement.

O'CONNOR HILLS TENNIS CLUB Waiver I/We agree to save harmless the O'Connor Hills Tennis Club, its principals, representatives, employees, and coaching staff from all claims resulting from travel to or from clinics, lessons, competitions or play at O'Connor Hills Tennis Club at Broadlands Park, Toronto, Ontario, Canada.

I/We agree to abide by the rules of the Club and the City of Toronto Operating Guidelines. The information requested on our Application Form is for Club purposes and will be shared only with the North York Tennis Association and the Parks, Forestry and Recreation Department of the City of Toronto according to their requirements.

O'CONNOR HILLS TENNIS CLUB