

The personal information on this form is collected under authority of Section 11 of the Municipal Act 2001, SO 2001, c. 25. This information will be used to administer the Dog Swim Event organized by the City of Mississauga. Questions about this collection should be directed to: Daniel Geiger, 905-615-4840 ext.2143

## DOG SWIM EVENT RULES AND PARTICIPANTS WAIVER

Participant  
Name:

\_\_\_\_\_

First

Last

Contact  
Information:

(       )

Telephone

E-mail

**Dog Swim Event Rules:** \*\* NOTE: Users of this facility do so at their own risk. Owners/Guardians are responsible for the actions of their dog. The City of Mississauga shall not be liable for any injury or damage caused by any dog in this facility. \*\*

1. No dog, no admission
2. No more than 2 dogs allowed per owner/guardian
3. No more than 3 people per dog allowed entrance
4. No children under 10 years old allowed
5. All children and dogs must be accompanied by an adult at least 18 years old
6. No dogs under 6 months old or those not fully vaccinated allowed
7. Proof dog has been fully vaccinated required (Rabies & Standard shots [distemper, corona virus, parvo virus, Bordetella])
8. Dogs must be leashed upon entry and exit of pool area
9. Collar must remain on dog while swimming
10. Dog waste must be cleaned up and properly disposed of by dog owner/guardian
11. Owners/Guardians are responsible for the supervision of their dogs at all times (Lifeguards onsite not meant for life saving of dogs)
12. Owners/Guardians only allowed in pool to render lifesaving assistance to their dog
13. Aggressive dogs may be asked to leave pool area

I, \_\_\_\_\_ (full name in print), being the participant, fully understand, appreciate and agree that I have voluntarily requested to participate in the **Dog Swim event** organized by the City of Mississauga at Lions Club of Credit Valley Outdoor Pool, on Saturday September 7, 2019 from 10:00am-12:00pm. The Event will involve my attendance and the attendance of my dog(s), for which I accept custody and responsibility (my "Dog"). I fully understand that the actions of myself, others and the dogs at the Event may result in anticipated or unanticipated injuries, damage or harm to myself, any of my permitted invitees, guests or affiliated participants, others, the dogs or the Facility, and I hereby voluntarily accept those risks. I represent that my Dog is in good health and good temperament and I also confirm and assure that my Dog has current distemper, hepatitis, parvovirus, parainfluenza (DHPP) and rabies vaccination. I agree to abide by any decision of any City staff concerning my ability or the ability of my Dog to participate in the Event safely.

**WAIVER OF LIABILITY AND RELEASE:** In consideration for allowing me to participate in the Event, I, for myself, my heirs, administrators, next of kin, executors, assigns and anyone acting on my behalf, do hereby release and hold harmless, covenant not to sue and to fully indemnify and forever discharge the Corporation of the City of Mississauga (the "City"), its elected officials, officers, employees, agents, volunteers and contractors or other personnel in any way assisting or connected with the Event (collectively, the "Releasees"), with respect to any and all injury, disability, death, or loss or damage to person, dog or property, as well as any claims, demands, or causes of action of any kind arising out of my participation in or attendance at the event, whether caused by the negligence of the releasees or otherwise. I further agrees and confirms that the City shall have not assumed and shall not be deemed to be responsible for any further liabilities, responsibilities, or obligations to me in any manner whatsoever in consequence of permitting the use of the Facility hereunder.

**INDEMNITY:** I further agree to indemnify, defend and save harmless of the City and any of the Releasees, from and against, any loss of, or damage to, property, personal injury or death, or any other losses, actions, claims, causes of action, damages, both direct or indirect, and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by myself, my Dog, or any of my permitted invitees, guests or affiliated participants, during or otherwise in relation to or in connection with my participation of the Event at the Facility and all activities relating to such participation, including that which has been caused or contributed to by any negligence, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible.

**ASSUMPTION OF RISK:** I hereby willingly and knowingly assume any and all risks associated with my participation in the Event, whether now known or unknown, including, but not limited to, risk of or associated with injury or damage to myself, any other human

being, my Dog or any other dog(s), however sustained and whether or not related to illness, traveling to or from the event, falls, contact with spectators at the Event, contact with my Dog or other dogs, the effects of the weather, including extreme temperature or humidity, the condition of any area or part of Facility, including sidewalks and parking lots, or the manner or method in which the Event is administered. I fully appreciate all of the risks just stated.

**AGREE TO THE RULES:** I agree to abide by the event rules on the above, all laws and regulations, City by-laws, policies and instructions given in connection with the Event and the use of the Facility and acknowledge that I have personally completed this Participants Waiver Form. I understand that I am solely responsible for the accuracy of the information contained herein and do hereby release the City from any responsibility for verifying the information contained therein, and from any liability whatever that might arise out of a failure to do so.

**DAMAGE OR LOSS:** I will be fully responsible for all damages and/or loss that may be incurred from my participation in the Event.

**CONSENT TO MEDICAL TREATMENT:** I hereby give permission to have the City staff arrange for any emergency medical care for myself, my Dog or any of my permitted invitees, guests or affiliated participants, including hospitalization and transportation, if necessary, to the administration of such emergency medical treatment as may be deemed necessary in the circumstances. I agree to pay all costs associated with medical care and transportation.

**CONSENT TO BE PHOTOGRAPHED:** I give permission to the City and/or parties designated by the City to photograph/video me, my Dog or any of my permitted invitees, guests or affiliated participants and use such photograph(s)/video(s) , in all forms of media, for any and all promotional purposes including advertising, display, audiovisual, exhibition or editorial use. I understand and agree that I will not receive any payment or any royalty for the publication of the photograph(s)/video(s) and I, for myself, or any of my permitted invitees, guests or affiliated participants, hereby release the City and/or any parties designated by the City from any such claims.

**CONSENT TO BE CONTACTED:** I understand that I may be asked to provide feedback about my participation of the Event or may be contacted for future Events by the City. I hereby consent to receive such communications from the City.

**IN WITNESS WHEREOF** I acknowledge and agree to the terms of this Participants Waiver of Liability and Indemnity Form and I have the authority to execute it.

**Per:** \_\_\_\_\_

**Name (please print):**

**Title:**

**Date:**

**Address:**

**Witness:** \_\_\_\_\_

**Name(please print):**

**Title:**

**Date:**

**Address:**