

# DARUL QUR'AN COURSES



Today's Date: Tuesday, August 7, 2018

## WAIVER OF ALL CLAIMS, RELEASE FROM LIABILITY AND ASSUMPTION OF RISKS AGREEMENT

**This is a legal document. By signing the waiver and indemnity, you are giving up certain legal rights, including the right to sue, should anything happen during the Qur'an Workshop(s). Please READ CAREFULLY before signing.**

I/we, for myself/ourselves and on behalf of my child/our heirs, executors, administrators assigns, personal representatives and/or next of kin, voluntarily and forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE The ISIJ of Toronto its executive committee, officers, directors, representatives, officials, principals, agents and/or its members, volunteers, employees, subsidiaries and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, organizers of the Qur'an Workshop(s), and if applicable, owners and lessors of the premises used to conduct the Qur'an Workshop(s) (the "Releasees") from all claims and damages including personal injury, death, property loss or damage, that may be incurred by me/us in connection with participation in the aforementioned event and further waive any liability in negligence against the Releasees and voluntarily assume any foreseeable and unforeseeable risks associated with the Qur'an Workshop(s). My child will conduct himself/herself in an appropriate manner as it pertains to her own limitations and not recklessly or negligently assume any risks that are beyond her own capacity to bear.

- a. Without limiting the generality of the foregoing, THIS RELEASE SHALL APPLY TO ANY LIABILITY, CLAIM, ACTION, SUIT OR DAMAGE CAUSED BY THE NEGLIGENCE OF The ISIJ of Toronto or the premises or the actions of third parties.
- b. I/we further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my/our participation in or association with the Qur'an Workshop(s).

INITIAL: \_\_\_\_\_

I certify that my child is medically, physically, emotionally and in all respects fit and able to participate in the Qur'an Workshop(s). My child has no medical requirement or condition except what is outlined in the Registration/Medical form. (If your child requires any special care please let the organizers know before signing up for the Qur'an Workshop(s)).

INITIAL: \_\_\_\_\_

I/we am/are satisfied that I/we have fully informed myself/ourselves about the events that I/we will or may be participating in at the Qur'an Workshop(s) and I/we knowingly and freely assume and accept all responsibility and risks, both known and unknown, for my/our participation in the Qur'an Workshop(s).

I/we acknowledge that the Releasees may at its discretion, revoke the participant's privileges to attend the Qur'an Workshop(s) and to participate in the programs and activities offered by the Qur'an Workshop(s).

My/our participation in the Qur'an Workshop(s) is entirely voluntary.

INITIAL: \_\_\_\_\_

# DARUL QUR'AN COURSES



I hereby represent that:

- (i) I am at least eighteen (18) years of age or older and/or am the parent or legal guardian of the minor;
- (ii) The minor is in good health and in proper physical condition to participate in the Qur'an Workshop(s)
- (iii) I agree that it is my sole responsibility to determine whether my child is sufficiently fit and healthy enough to participate in the Qur'an Workshop(s) and that I am responsible for the minor's own safety and wellbeing at all times.

**INITIAL:** \_\_\_\_\_

## CONSENT TO FIRST AID and/or MEDICAL TREATMENT

I recognize that there can be an occasion where the above child/participant may require First Aid or medical treatment in the event that I (parents/guardians) am not available, as a result of injury, sickness, or other health condition.

I/WE CONSENT TO organizers, volunteers, leaders, administrators of The ISIJ of Toronto to seek and secure any medical attention or treatment and/or administer first aid for the child named above including hospitalization if in an organizer's opinion such a need arises. I/we hereby release and indemnify Releasees from any and all liability out of such treatment. In doing so I agree to pay all cost and fees arising from this action to obtain medical treatment.

**INITIAL:** \_\_\_\_\_

## ELECTRONIC DEVICES & RESPONSIBILITY

The participants are not allowed to bring any electronic items. This includes, but is not limited to: iPods, iPads, Laptops or Cell phones, cameras or any other electronics devices, nor are they allowed to take pictures without the permission of The ISIJ of Toronto administration and/or volunteers. If any of the above items are found with the participants, they will be taken away during the Qur'an Workshop(s) and will be returned to the parents during pick-up time. The ISIJ of Toronto is not responsible for any misuse of pictures taken by the participants without consent of the administration/volunteers/organizers of the Qur'an Workshop(s).

**INITIAL:** \_\_\_\_\_

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this agreement and release of liability and assumption of risk agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. I/we agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I/we confirm that I/we have had an opportunity to obtain legal advice before signing this acknowledgement and waiver and have chosen not to do so.

# DARUL QUR'AN COURSES



## CANCELATION TERMS

In the event that cancellation of registration is required for your child due to sickness, family emergency and/or any other cause, both the parent/guardian named on the registration form and Qur'an Workshop(s) organizers will endeavor to get a substitute registrant. Should a substitute registrant be found, upon receiving their registration form and payment, The ISIJ of Toronto will refund 90% of the registration fees.

However, if no substitute registrant is found then the payee will receive a refund of only 50% enabling The ISIJ of Toronto to recover costs paid in advance for the Qur'an Workshop(s).

A substitute registrant should be an exact substitution for the dates that your child was registered for (i.e. if your child registered for one week, the substitute registrant must also be for the one week and the same week).

I, \_\_\_\_\_ (THE PARENT)  
HAVE READ CAREFULLY THE WAIVER AND LIABILITY AGREEMENT AND AM IN AGREEMENT ON BEHALF OF MY CHILD.

NAME OF CHILD (PARTICIPANT): \_\_\_\_\_

SIGNATURE OF PARENT: \_\_\_\_\_ DATE: \_\_\_\_\_

## END OF WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT