



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

RE: MTCC 570 AND YCC 531 HOBBY ROOM

Please note that by signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the “Agreement”), you give up important legal rights, including the right to sue for any injuries or damages, howsoever caused. Please read this Agreement carefully and thoroughly before signing. If you do not understand anything in this Agreement, please seek assistance before signing.

To: York Condominium Corporation No. 531 and Metropolitan Toronto Condominium Corporation No. 570 (collectively the “**Corporation**”) and its directors, officers, employees, representatives and agents (collectively called the “**Agents**”).

In consideration of being permitted to use the Corporation’s Hobby Room and the inventory, tools and equipment therein, including, without limitation, drill press, belt and disc sander with dust collection, bench grinder, bench vises, dust pans, wet/dry vac, stationary table saw, dust collector, compound sliding mitre saw, band saw, jointer, wood turning lathe, brushes, blades, wrenches, clamps, lockers, tools for wood (collectively the “Tools and Equipment”), and payment of the annual fee I, the undersigned, acknowledge to and agree with the Corporation as follows:

Acknowledgment and Assumption of Risks

1. I understand that use of the Corporation’s Hobby Room and the Tools and Equipment therein involves dangers, risks and hazards, including, without limitation, injury or illness.
2. I understand that the Corporation’s Rules regarding the Hobby Room and the Tools and Equipment therein are for my and other people’s safety, and I agree to comply with the Corporation’s Rules, which may be amended from time-to-time, and any oral or written directions given to me by the Corporation or its Agent with regard to my use of the Corporation’s Hobby Room and the Tools and Equipment therein. I agree to ensure that any guest or invitee to the Hobby Room also complies with the aforementioned Rules.
3. I acknowledge that Corporation or its Agents may, in its/their sole discretion, restrict, suspend or revoke my use of the Corporation’s Hobby Room and the Tools and Equipment therein for any reason, including, without limitation, my breach of this Agreement, non-compliance with the Rules of the Corporation or any conduct deemed by the Corporation or its Agent to be unbecoming or undesirable. I agree to comply with any and all decisions made by the Corporation or its Agent with regard to my use of the Corporation’s Hobby Room and the Tools and Equipment therein.

4. I acknowledge and agree that I am freely and voluntarily assuming any and all dangers, risks and hazards associated with my use (or that of my guests or invitees) of the Corporation's Hobby Room and the Tools and Equipment therein, and I further acknowledge and agree that I (my guests/invitees) am doing so entirely at my own risk.
5. I acknowledge and agree that this Agreement is ongoing and applies to any and all future use of the Corporation's Hobby Room and the Tools and Equipment therein, unless cancelled in writing by the Corporation or its Agents.
6. I hereby agree to assume any and all dangers, risks and hazards associated with my use of the Corporation's Hobby Room and the Tools and Equipment therein and that of my guests or invitees and that I am responsible for the supervision of my guests and invitees

Representations and Warranties

7. I represent and warrant that I am over the age of 18.
8. I represent and warrant that I possess the knowledge and skill necessary to safely use the Corporations' Hobby Room and the Tools and Equipment therein and will supervise my guests or invitees.

Waiver of Claim

9. I hereby waive any and all claims against the Corporation and its owners, members, employees, agents, trustees, contractors, directors and officers, and each of their respective insurers, heirs, next of kin, successors, assigns, administrators and executors (collectively, the "**Releasees**") and release the Releasees from any and all liability for loss, damage, personal injury, death or property damage, however caused, arising from my use of the Corporation's Hobby Room and the Tools and Equipment therein, including, without limitation, as a result of negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute.

Indemnity

10. I hereby release, indemnify and save harmless the Releasees and each of them from any and all liability, costs (including, without limitation, legal costs), claims, damages, demands, actions and causes of action at common law, in equity or by statute arising as a result of any loss, damage, personal injury, death or property damage, however caused, that I or my guests or invitees may suffer as a result, directly or indirectly, of my use or supervision of use of the Corporation's Hobby Room and the Tools and Equipment therein, including, without limitation, as a result of negligence on the part of the Releasees, breach of contract, occupier's liability or any other tort or cause of action at common law, in equity or by statute.

Release

11. I understand and agree that by signing this Agreement, I will be forever precluded from suing or otherwise claiming against the Releasees or any of them for any loss, damage, personal injury, death or property, however caused, that I may suffer as a result, directly or indirectly, of my use of the Corporation's Hobby Room and the Tools and Equipment therein, including, without

limitation, as a result of negligence on the part of the Releasees, breach of contract, occupier’s liability or any other tort or cause of action at common law, in equity or by statute and that I am responsible for any such claims of any of my guests or invitees to the Hobby Room

Entire Agreement and Severability

12. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Corporation, its Agents or anyone else other than what is set forth in this Agreement.

13. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected, and it will in other respects continue to be effective and enforceable. If such invalidity or unenforceability is subsequently released or changed so it is no longer in conflict with the law, the provision will return to full force and effect.

Successors and Assigns

14. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective insurers, heirs, next of kin, successors, assigns, administrators and executors.

Applicable Law

15. This Agreement shall be governed by the laws in force in the Province of Ontario.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT and agree and consent to all terms and conditions set out herein. I acknowledge that by signing this Agreement, I am WAIVING CERTAIN LEGAL RIGHTS which I or my insurers, heirs, next of kin, successors, assigns, administrators and executors may have against the Releasees.

Signed this _____ day of _____, 20____, at _____ in the Province of Ontario.

Witness Signature

Resident Signature

Name of Witness (please print)

Name of Resident (please print)

Suite Number

_____@_____
Email Address to Receive Notices



Registered Users Hobby Room Power Equipment Rules & Guidelines

INTRODUCTION

The Hobby Room and its operation is subject to the Rules and jurisdiction of the Joint Operations Committee of ISLINGTON 2000/2010.

SAFETY

Safety is of prime concern, and the use of any Hobby Room Tools & Equipment presumes proficiency on the part of the User.

The Joint Operations Committee is not responsible for ascertaining the proficiency of the **Registered User**, but may require a demonstration of proficiency, and may restrict use to specific pieces of equipment. For the protection of Users and the Hobby Room Tools & Equipment, the Hobby Room Rules may be changed, without notice, as the need arises.

Use of the Hobby Room Tools & Equipment is at the Registered User's risk and peril. Registered Users may be held liable for damage to the Room and Equipment.

In case of a short circuit or power-overflow which causes a circuit breaker to open, the User shall so inform the Property Manager immediately – prior to closing the circuit breaker.

Damage to any Hobby Room Tools & Equipment must be reported to the Property Manager.

USE OF HOBBY ROOM TOOLS & EQUIPMENT

Only REGISTERED USERS may use the Hobby Room Tools & Equipment. REGISTERED USER means a resident who has paid an Annual Fee to cover equipment repair and maintenance, and has signed a RELEASE, WAIVER AND INDEMNITY; and has agreed not to permit access by non-registered users to the Hobby Room.

Tools or equipment may not be left in the Hobby Room permanently, except under either of the following conditions.

REPAIR & MAINTENANCE OF POWER EQUIPMENT

The Annual Fee paid by REGISTERED USERS covers repairs and maintenance of the Hobby Room tools and equipment.

Only the Joint Operations Committee shall be assigned responsibility for repairs and maintenance of the power equipment.

GENERAL

- Only **Registered Users** are permitted to use the Hobby Room, but guests may join residents to provide them with assistance. The resident user must be present at all times.
- No commercial projects shall be undertaken in the Hobby Room or in any other Common Element.
- Specific regulations regarding the conditions for use of the Hobby Room are clearly posted throughout the Hobby Room.
- The Hobby Room **may not** be used to store projects in progress, furniture and/or equipment.
- Tools may not be left in the Hobby Room unless stored in a locker, which has been rented by the Registered User. Tools, tool boxes, and materials or projects left in the Hobby Room are left there at the Resident's risk.
- Registered Users shall remove **saw dust, shavings, wood chips, dust, etc.** from the Hobby Room counters, tables and floor and shall place these into the covered trash container provided. A vacuum cleaner and broom are also provided.
- Larger scrap pieces not deemed by the **Registered User** to be of further use, shall be removed from the Hobby Room and placed into the dumpster located outside the Recycling Room of each building.