



RTO/ERO Memo to District Presidents re Trip Waiver Form ~ January 2010

Context and Rationale

The trip waiver form was developed in response to a District's request for guidance re liability arising for District organized trips. There is no requirement for those attending a District meeting including breakfast/luncheon/dinner or District Executive/Committee meeting to sign a waiver. Nor is a waiver required for District group activities such as playing bridge where no extraordinary physical exertion is required. The waiver serves a number of purposes. It is a reminder to all Districts and members who organize trips and events involving physical effort beyond regular daily routine that care and diligence are required in the planning and preparation of such events. It also protects RTO/ERO, Districts and members who organize District events in case of a mishap which leads to a claim against any of the above, and a court determines negligence on the part of RTO/ERO, its District(s) or members.

The waiver also serves to remind participants in any event, be they members or non-members, of their responsibility re coverage and that they should consider their level of fitness and readiness before participating in an RTO/ERO District sponsored event.

Some individuals have suggested that the waiver is meaningless and that people will sue anyway should something go wrong. The waiver does not prevent individuals from suing, but it demonstrates that RTO/ERO and its Districts have an established practice of due diligence in organizing such events, and therefore negligence would be the only legitimate basis for a lawsuit.

Implementation Processes

Districts are advised that the waiver and or reference to the waiver should accompany all advertisements for trips and special events.

It is acceptable to publish the waiver in a newsletter or on the District web site and to have each participant sign on the registration form that s/he has read and agree to the statements in the waiver. The signature cannot be on a blanket form i.e. for unspecified trips/events over a period of time. A District may list a number of events on one page, but each participant must sign off against each trip/event in which s/he plans to participate and must sign off on having seen and agreed to the waiver.

It would be prudent that Districts include advice to participants in any trip/event that requires physical activity/effort beyond what they ordinarily exert. Participants should be advised to consult their doctor especially if they have a pre-existing condition that raises concern.

Districts should retain signed waivers for one year in cases where nothing untoward has occurred. Where there has been an incident, the District Executive should consult with the Director of Financial, Business and Building Services at the Provincial Office about how long waivers should be retained.

Acknowledgement, Waiver & Release

The participant in [———specify trips/event———] (the "Event") acknowledges and agrees that RTO/ERO, including District XX, will not be responsible for any loss, injury or damage of any nature, including death, howsoever arising in connection with this trip/excursion/event. Participants in the Event are therefore hereby advised to carry their own insurance in connection therewith.

By signing below and in consideration of the participant's attendance at the Event, the participant hereby releases and forever discharges RTO/ERO, District XX, and their respective directors, officers, members, agents, employees and volunteers (collectively, the "Releasees") from any and all actions, causes of action, claims, and demands (collectively, the "Claims") from any loss, injury or damage of any nature, including death which has arisen or may arise from the participant's attendance at the Event, unless such loss, injury or damage has arisen as a result of the sole negligence of one or more of the Releasees.

Any Claims arising out of the participant's attendance at the Event will be governed by the laws of Ontario, Canada, and the participant consents to the exclusive jurisdiction of the Courts in Ontario, Canada in any such action.

X
Printed Name of Participant

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Signature