



**OUTDOOR ICE RINK PROGRAM
FOR THE _____ WINTER SEASON AT**

(Location)

VOLUNTEER AGREEMENT

Name: _____

Phone: _____

Address: _____

Date of Birth: _____

PLEASE READ CAREFULLY

In consideration of approval to act as a Volunteer on behalf of The Corporation of the City of Markham (“City of Markham”) for the Community Ice Rink Program, I hereby covenant and agree as follows:

1. To comply with all of the guidelines and requirements established by the City of Markham from time to time in connection with the City of Markham’s Community Ice Rink Program (including, without limitation, the City of Markham’s “Community Ice Rink Program Installation & Maintenance Policy” attached hereto as Schedule “A”).
2. To liaise and cooperate with the person appointed as the Volunteer Coordinator by the City of Markham in relation to the operation of the ice rink.
3. To attend the Community Ice Rink Training Program provided by the City of Markham for the operation and maintenance of the water service, hose and flag/warning system provided by the City of Markham, and to abide by all procedures, requirements and recommendations made by the City of Markham.
4. To install, inspect and maintain the ice surface in a safe and operable condition and to provide snow removal for the ice rink in accordance with the guidelines implemented by the City of Markham.
5. To provide, at my own expense, and to wear ice cleats and the appropriate protective clothing for warmth, when inspecting, flooding or shovelling the ice rink.
6. That I will immediately notify the City of Markham Manager, Parks Operations of any incident that involves personal injury or property damage during my volunteer duties.

7. That I will not be participating in volunteer activities in the capacity of a City of Markham employee or independent contractor. That I will not receive any remuneration, salary, wage or payment or any employee benefit whatsoever, or be covered by *Work Place Safety and Insurance Act, 1997, S.O. 1997, Chapter 16, Sch. A.*
8. To waive any and all claims that I have or may in the future have against the City of Markham (and its affiliates, elected officials, directors, officers, employees and representatives). I freely accept and fully assume all risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting from my participation in the Community Ice Rink Program.
9. To release the City of Markham (and its affiliates, elected officials, directors, officers, employees and representatives) from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my participation in the Community Ice Rink Program due to any cause whatsoever, save and except for any damages that may arise as a result of the negligence of the City of Markham.
10. To indemnify and hold harmless the City of Markham (and its affiliates, elected officials, directors, officers, employees and representatives) from any and all liability for any damage to property or personal injury to, any third party, resulting from my participation in the Community Ice Rink Program, if such liability is a result of my acting outside the scope of my responsibilities or not in compliance with this Agreement.
11. The term of this Agreement shall commence upon execution of this Agreement and shall terminate at such time that the weather does not permit the maintenance of the outdoor ice rink (as determined by the City of Markham in its sole discretion).
12. I acknowledge and agree that the City of Markham has the right to terminate this Agreement without notice in the event that I fail to comply with or breach the terms of this Agreement or any schedule attached hereto, or for any reason deemed in the best interests of the City of Markham.
13. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE CITY OF MARKHAM.

Signed this _____ day of _____.

Volunteer Signature: _____

Collection Notice: Personal Information on this form is collected under the authority of the Municipal Act, 2001. The information collected will be used by the City of Markham to administer the program. Questions about this collection of personal information should be directed to the Clerk's Office, 101 Town Centre Blvd., Markham, Ontario, L3R 9W3, Telephone No. 905.477.2000, Ext. 4290.