

**Application for Special Permission – Family Fireworks**  
**Whitchurch-Stouffville Fire & Emergency Services**  
**Telephone: 905 640-9595 Fax: 905 640-9517**

**General Information:**

Applicants Full Name:	
Applicants Address:	
Applicants Telephone:	
Applicants Email:	
Are you the legal owner of the property where the display is occurring? YES <input type="checkbox"/> NO <input type="checkbox"/> If you answered <b>no</b> to the above, we will require written authorization from the legal property owner as part of your application.	

**Display Information:**

Address of Display:	
Reason for Display:	
Date of Display:	
Time of Display:	
Alternate Date of Display:	
Supervisor of Display:	
The location is clear of any overhead obstacles such as trees and power lines The location has a minimum size of 30m by 30m The location has a minimum of 10m from the nearest building Means of extinguishment (i.e. fire extinguisher, garden hose) No person 18yrs or younger shall handle and discharge the fireworks No fireworks shall be set off in or in any building, structure or vehicle Damage and/or injury from this display is the responsibility of the Supervisor of Display (person setting off fireworks)	
<b>Site Plan:</b>	
Submit an aerial plan of the property including the following information: identify area where fireworks will be set-off, location of buildings/structures, location where spectators will be located	

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
**PLEASE READ CAREFULLY!**

I acknowledge that by applying for a Fireworks Permit it may expose me and others to known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Fireworks. The risks include, among other things, and without limitation: burns; loss of eyesight, fingers, toes and/or limbs; physical disabilities; slipping and falling; cuts and bruises; muscle and joint sprains and strains; broken bones; concussions and other serious injuries; property catching fire or other damage to property belonging to myself and/or third parties. I expressly agree and promise to accept and assume all of the risks existing with participation in the Fireworks on behalf of myself and any minor children I am responsible at law for. My participation in the Fireworks is purely voluntary and I elect to participate in spite of the risks.

**I HEREBY AGREE TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **STOUFFVILLE FIRE & EMERGENCY SERVICES** and **THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE** and its elected officials, directors, officers, employees, agents, representatives, successors, assigns and those for whom the Town is at law responsible (hereinafter collectively referred to as the "Releasees"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my family, heirs, assigns, personal representatives and estate may suffer from my participation in the Fireworks, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT (AS AMENDED), ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE, BY PARTICIPATING IN THE FIREWORKS.**

Further, in consideration of my participation in the Fireworks, I agree to hold harmless, defend and indemnify the Releasees from any and all liability, loss, claims, demands, costs and expenses, including legal fees, due to any personal injury, loss of life or property damage to myself or any third party arising from or related to my participation in the Fireworks. I acknowledge the Town shall not be liable for any damages, financial or otherwise, due to cancellation of the Fireworks Permit resulting from any pandemics and/or any Provincial Orders/legislation.

**I recognize that by signing this document I am waiving certain legal rights, including the right to sue.**

\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Date of Application

**FIRE & EMERGENCY SERVICES USE ONLY**

Comments/Conditions:

\_\_\_\_\_  
Fire Official

\_\_\_\_\_  
Date of Approval

**THIS PERMIT HAS BEEN GRANTED AND SHALL BE POSTED ON-SITE AND AVAILABLE UPON REQUEST**