



WAIVER FORM (Under the Age of Majority)

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

For members of the _____ (Name of Group)
who participate in Arena Activities held at the Bashaw Arena (the "Arena")

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY!

*The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Arena Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the Infant Participant named below, with, and for, the benefit of the **Town of Bashaw**, including, but not limited to, the Town's employees, volunteers, agents, and the property owners or lessees (the "Town") regarding Arena Activities at the Bashaw Arena. Without limiting the generality of the foregoing, "Arena Activities" includes, but is not limited to, games, practices and tournaments for hockey, shinny hockey and ringette; and practices and competitions for figure skating; public skating; carnivals, and all activities involving the Arena or instructions pertaining to such activities, made available at the Arena to the "Infant Participant".

Initial each item below after Reading and Understanding each item:

- _____ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.
- _____ 2. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Arena Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Arena Activities" mean those dangerous conditions which are an integral part of "Arena Activities", including but not limited to:
 - (a) the action of any other individual to behave in ways that may result in injury, harm or death to persons around them;
 - (b) the potential to collide with other people or objects;
 - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others;
- _____ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from the Infant Participant's participation in "Arena Activities".
- _____ 4. I agree that it is not possible for the "Town" to make "Arena Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Town" is found to be negligent or in breach of any duty of care or any obligation to myself or the infant Participant in the Infant's participation in "Arena Activities".
- _____ 5. In addition to consideration given to the "Town" for the Infant Participant's participation in "Arena Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/hers heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
 - (a) to waive all claims that the Infant Participant has or may have in the future against the "Town";
 - (b) to release and forever discharge the "Town" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Arena Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Town"; and
 - (c) to be liable for and to hold harmless and indemnify the "Town" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Infant's participation in "Arena Activities".
- _____ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of Alberta, Canada, in which the "Arena Activities" occur. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of Alberta.
- _____ 7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Town" and myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

Please Print Clearly

Infant Participant's Name _____ Date of Birth _____

Parent / Guardian's Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

Phone No. _____ Email: _____

(Parent / Guardian signature) Signed this _____ day of _____, 20____

(Witness Signature) (Print Name of Witness)