

Edmonton Ringette Club (“ERC”) ERC WAM! Boot Camp - Year: 2020 (the “Activity”)

IN CONSIDERATION OF the Participant being permitted to participate in any way in the Activity, the Participant does hereby:

1. CONSENT to the Participant attending and participating in the Activity and any and all activities incidental thereto;
2. REMISE AND FOREVER RELEASE the ERC, Ringette Alberta, Ringette Canada, and their affiliates, parent companies, heirs, successors, servants, directors, employees, officers, volunteers, insurers, agents, contractors, assigns, any sponsors, advertisers and other participants, and, if applicable, the owners and operators of the arena (collectively, the “Releasees”) of and from any and all manner of actions, causes of action, suits, debts, costs, claims, damages and demands arising out of or in consequence of any loss, injury or damage to the Participant’s person or property, including death, incurred or suffered by the Participant while attending at or participating in the Activity, notwithstanding that any such loss, injury or damage, including death, may have arisen by reason of the negligence of the Releasees;
3. FULLY UNDERSTAND the risks and dangers of serious injury, including permanent disability, paralysis and death and the risks and dangers of being exposed to or contracting the COVID-19 virus or other viruses, infections or infectious / contagious diseases (the “Risks”); these Risks may be caused by the Participant’s own actions or inactions, the actions or inactions of others, the condition in which the Activity takes place, or the negligence of the Releasees; there may be other risks and social and economic losses, either not known or not readily foreseeable at this time; and the Participant **FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY** for losses, costs and damages the Participant incurs as a result of the Participant’s participation in the Activity;
4. UNDERSTAND AND AGREE
 - that ERC does not and shall not be considered to guarantee and warrantee such equipment as may be used in the conducting of the Activity;
 - that ERC is not responsible for lost or stolen personal articles or equipment;
 - that ERC reserves the right to substitute any instructors; and
 - that the Participant’s participation in the Activity and the Participant’s use and occupation of the arena is voluntary and in the absence of this Agreement the Participant would not be permitted to attend and participate in the Activity, or in any activities incidental thereto;
5. WARRANT that the Participant will not commence any Court proceedings against any party in connection with, or in any way relating to, the Activity and/or the subject matter of this Agreement, including, without limiting the generality of the foregoing, the Releasees;
6. AGREE TO INDEMNIFY AND SAVE HARMLESS each of the Releasees of and from any and all manner of actions, proceedings, claims, costs, losses, damages, expenses, legal fees on a solicitor and own client basis, or demands whatsoever that may be brought against the Releasees, or any or all of them, or which they may sustain, pay or incur as a result of, arising out of or in connection with or in consequence of the Participant’s attendance at, use or occupation of the arena or participation in the Activity or any activities incidental thereto, including as a result of the Participant’s own negligence;
7. REPRESENT that we are the full age of eighteen (18) years or older;
8. GRANT to ERC, without further compensation, the unrestricted right to publish, in its discretion, the Participant’s name, photograph, portrait, likeness, voice and any film rendering or digital recording of the Participant for advertising and promotional purposes in connection with the Activity in any form of publication or display including,

without limitation, newspapers and other print publications, radio and television broadcasts, film releases and interactive media worldwide;

9.DECLARE that the Participant has read this Agreement and understands its contents and signs it voluntarily;

10.ACKNOWLEDGE AND AGREE that

- this Agreement shall be binding upon the Participant, her/his heirs, personal representatives, administrators, executors and assigns and upon the Participant and her/his heirs, personal representatives, administrators, executors and assigns;
- this Agreement is to be construed in accordance with the laws of the Province of Alberta and the Participant attorns to the exclusive jurisdiction of the Courts of the Province of Alberta; and
- ***the Participant is fully aware of the nature and effect of this Agreement and that the Participant is giving up substantial rights by signing this Agreement and the Participant signs it freely and voluntarily without inducement.***

WHEREOF I, the Participant, have accepted this Waiver, Release and Indemnity Agreement.