

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (THE "AGREEMENT")

WARNING! READ CAREFULLY! THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS
By signing this document, you will waive certain legal rights, including the right to sue

(To be executed by Participants who are the Age of Majority and older)

1. This is a binding legal agreement. Clarify any questions or concerns before signing. Prior to participating, an individual who is the age of majority or older and who wants to participate in the sport of ball hockey and the activities, programs, classes and services provided by, and/or in the events sponsored, organized, offered or sanctioned by the Canadian Ball Hockey Association, West Coast Minor Ball Hockey Association of British Columbia, or *[Insert League]* which may include but is not limited to: competitions, tournaments, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "Activities") must acknowledge and agree to the terms outlined in this Agreement. In consideration of permitting me to participate in the Activities, I acknowledge and agree to the terms contained herein.

Disclaimer

2. The Canadian Ball Hockey Association, West Coast Minor Ball Hockey Association of British Columbia, *[Insert League]*, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, representatives, spectators, independent contractors, subcontractors, successors and assigns, and other affiliated leagues, clubs or associations (collectively the "Organization") are not responsible for any injury, personal injury, property damage, loss of life, expense, loss of income, or damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description and Acknowledgement of Risks

3. I understand and acknowledge that there are many risks associated with my participation in the Activities (the "Risks"). I **UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT**. I acknowledge that the Risks include, but are not limited to, serious personal injury, loss of life, property damage, illness and disease (e.g. communicable diseases including COVID-19 and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on me or on others with whom I may transmit such disease. I understand that the Organization may offer online programming, including, without limitation, remote and virtual instruction, coaching, practice, training or competition, which can carry different foreseeable and unforeseeable Risks than in person Activities.
4. I am participating voluntarily in the Activities. I understand that the Organization is not infallible, may fail to safeguard or protect me from the Risks of the Activities, and may be unaware of my fitness or abilities, misjudge conditions, give incomplete warnings or instructions, and the equipment being used might malfunction. The Risks include, but are not limited to:
 - a) Sport: the sport of ball hockey and its inherent risks, including but not limited to checking, tripping, high-sticking, hooking, holding, interference, punching, slashing or any other physical contact by participants, objects or equipment.
 - b) Health: food and beverages; executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
 - c) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors or other surfaces; and travel to and from the premises and Activities.
 - d) Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within my own ability.
 - e) Contact: contact with plexiglass, stands, bleachers, goalposts, other equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury
 - f) Advice: negligent advice regarding the Activities.
 - g) Ability: failing to act safely or within my own ability or within designated areas.
 - h) Cyber: privacy breaches; hacking; and technology malfunction or damage.
 - i) Conduct: my conduct and conduct of other persons including any physical altercation between persons.
 - j) Negligence: my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death.

I have read and agree to be bound by paragraphs 1 to 4

Terms

- 5. In consideration of the Organization allowing me to participate in the Activities, I agree:
 - a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
 - b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
 - c) To comply with the rules and regulations for participation in the Activities, and the rules of the facility or equipment;
 - d) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
 - e) The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
 - f) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
 - g) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment;
 - h) **(COVID-19)** That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
 - i) I am not relying on any oral, visual or written representations or statements made by the Organization with respect to the safety of the Activities other than what is set forth in this Agreement.

WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY

- 6. In consideration of the Organization allowing me to participate, I agree:
 - a) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - b) To freely ACCEPT AND FULLY ASSUME all Risks and possibility of personal injury, loss of life, property damage, illness and disease, expense and related loss, including loss of income, resulting from my participation in the Activities;
 - c) To FOREVER RELEASE AND DISCHARGE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the NEGLIGENCE, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory or other duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303) of the Organization;
 - d) To INDEMNIFY AND HOLD HARMLESS the Organization from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Organization, that may be made or initiated by, or on behalf of me, arising out of or connected with my preparation for or participation in, or both, or travel to or from any of the Activities, events and programs of the Organization;
 - e) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities; and
 - f) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities.

Jurisdiction

- 7. I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

Severability

- 8. This Agreement is intended to be as broad and inclusive as is permitted by law of the Province of British Columbia. If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

Acknowledgement

- 9. I acknowledge that I have had sufficient time to read and understand this agreement in its entirety, that I have executed this agreement voluntarily, and that this agreement is binding upon myself, my executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement that I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

Name of Participant (print)

Birthdate

Signature of Participant

Date