

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE.**

PLEASE READ CAREFULLY!

In consideration for allowing me to participate in any or all of the promotional events, competitions, sports and/or activities on field at the CFL game between **EDMONTON ELKS & TORONTO ARGONAUTS** at **COMMONWEALTH STADIUM** on **OCTOBER 15, 2022** (the "Event"), I hereby represent, warrant and agree that:

1. I am familiar with and accept that there is always the risk of serious injury and/or death resulting from my participation in the Event; and
2. I have satisfied myself, and believe, that I am physically, emotionally and mentally able to participate in the Event, and that my equipment, if applicable, is appropriate for use in the Event; and
3. I understand that all applicable rules for participation and "Covid Protocols" must be followed at the Event and that at all times the sole responsibility for personal safety at the Event remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition, or if I experience any deterioration in my physical, emotional or mental fitness, or if any activity in the Event exceed my comfort level; and
5. I permit The Edmonton Elks Football Club, the Canadian Football League, CFL Enterprises LP, CFL Ventures and each of their affiliates, general partners, partners and related entities, and all others involved in the Event, including but not limited to, event organizers, sponsors, event venue, and each of their respective directors, officers, employees, representatives, agents, insurers, successors and assigns (collectively, the "Releasees") to take photographs, videos or other recordings (collectively, the "Photographs and Videos") of me at the Event. Further, I grant to the Releasees the right to use my name, Photographs and Videos, likeness, voice, image, statements, and biographical information at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide including the Internet, without review, notification or approval, and without any compensation, unless prohibited by law. I agree to waive any moral rights I may now or in the future have in the Photographs and Videos. I hereby release, indemnify and hold harmless the Releasees from and against any claims, damages or liability arising from or related to the use of the Photographs and Videos and any related materials thereto made by me, my family, estate, heirs or assigns now or in the future.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any or all of the Event, even if arising from the negligence, omission or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY OF ALL CLAIMS that I have, or may in the future have, against the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my participation in any part of, or presence at, the Event due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE APPLICABLE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any claim, loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly, from my participation in any aspect of the Event; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them by me whether such claim is based on the negligence or the gross negligence of the Releasees or otherwise.
5. I agree that if any portion of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. The Agreement supersedes any oral or written statements made by or to me in connection with my participation in the Event. I understand that I cannot terminate, cancel, or revoke the Agreement for any reason.
6. This Agreement be governed by the laws, and in the courts of the Province or Territory in which the Event is located, and operates to the benefit of the Releasees, and is binding on me and my heirs, administrators, successors, assigns, insurers, and estate.

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

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this

_____ day of _____ 2022 at Edmonton, Alberta, Canada.

Signature of Participant

Printed name of Participant

Signature of Witness

Printed name of Witness

IN THE CASE THAT THE PARTICIPANT IS UNDER THE AGE OF 18, A PARENT OR GUARDIAN MUST SIGN BELOW AND PRINT HIS/HER NAME.

Signature of Parent/Guardian

Printed name of Parent/Guardian

Signature of Witness

Printed name of Witness