

SPORTS ACTIVITY WAIVER:

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

[Adapted from the forms provided by Canadian sports and recreation facilities and activities for use by sporting associations and sports clubs across Canada. Participants in these sporting activities routinely sign these waiver forms as part of their agreement of participation in activities]

1. ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY:

For participants over the age of majority in the Province or Territory in which Activities are provided by the Organization:

- a. Every person **MUST** read and understand this waiver before participating in OIL CITY ROLLER DERBY activities. The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me (the "PARTICIPANT") with and for the benefit of: "OIL CITY ROLLER DERBY," its directors, officers, employees, volunteers, coaches, officials, business operators, agents, and site property owners or Occupiers (the "Organization"). Occupiers is defined in accordance with the definition of Occupiers contained in the Occupier's Liability legislation of the applicable Province or Territory in which Activities are provided by the Organization.
- b. "Activities" includes but is not limited to sports, fitness, functions, instruction, use of the facilities, participation in programs, and services provided to the Participant by the Organization.
- c. I am aware that there are inherent and significant risks ("Risks") associated with participation in the Activities. I am aware that those Risks include but are not limited to the potential for serious personal injury caused by any event or any condition of the facility or equipment and health risks. I understand the risks may be relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in the Activities.
- d. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Activities. I agree that although the Organization has taken steps to reduce the Risks and increase safety of the Activities, it is not possible for the Organization to make the Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty or care or any obligation to me in my participation in Activities.
- e. I confirm that I have reached the age of majority in the province or territory in which I am participating in Activities.
- f. In addition to consideration given to the Organization for my participation in Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives"), agree:
 - i. to waive all claims that I have or may have in the future against the Organization; to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from my participation in 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 of judgement of the Organization; and
 - ii. to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my, or my guests' participation in Activities.
- g. I agree that I am not under the influence of any substance that will impair my ability to be safe for myself or other participants and if at any time I have been deemed by the organization or it's representatives that I am unsuitable due to the suspicion of impairment, I may be removed from that activity.
- h. I agree that this waiver and all terms contained within are governed by the laws of the Province or territory in Canada in which the Activities are provided to me by the Organization. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory. Any litigation to enforce this waiver must be instituted in the Province or Territory in which the Activities are provided by the Organization.
- i. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily.
- j. I confirm that by signing the registration form that I am acknowledging that I have read and understand this waiver and that this waiver is binding on myself and my Legal Representatives and If I am removed from an activity for breach of any of the waiver conditions, I will NOT be given a refund for my registration in the activity.

<u>DATE:</u>	<u>LEGAL NAME OF PARTICIPANT (PRINT):</u>	<u>SIGNATURE OF PARTICIPANT OR PERSON LEGALLY RESPONSIBLE FOR PARTICIPANT IF PARTICIPANT IS UNDER 18 YEARS OF AGE:</u>