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Pro Hockey Development (2015) Inc.

2020 ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

WARRANTY AND CONSENT OF PARENT/GUARDIAN

ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

IN CONSIDERATION of allowing my minor child/ward to participate in the program, related events and activities of Pro Hockey Development (2015) Inc., a member of North American Spring Hockey Alliance ("NASHA")

I WARRANT TO YOU THAT:

1. I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward, and
2. I am familiar with the risk of serious injury and death which any participant in this program must assume, and
3. I believe that my minor child/ward is physically, emotionally, and mentally able to participate in this program, and that his/her equipment is mechanically fit for his/ her use in this program, and
4. I understand, and will instruct my minor child/ward, that all applicable rules for participation must always be followed and that the sole responsibility for personal safety remains with my minor child/ward, and
5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the program.

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

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this program by my minor child/ward even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the program, sanctioning bodies, NASHA, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and

3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, how so ever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the program, and

4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, 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 or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Pro Hockey Development (2015) Inc. athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

AGREE TO WAIVER...

Name of event: _____ ("3 Points" or "Last Dance" or "Summit Series")

Location of event (city): **Greater Toronto Area** FIRST day (dd-mmm-20xx): _____

Name of participant (first & last): _____ Birth year(dd-mmm-20xx): _____

Name of parent/guardian(first & last): _____

Parent guardian/signature: _____