



## **2021 HOCKEYFEST WAIVER**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

DO NOT sign this Waiver unless you have carefully read the ENTIRE document, understand it, and agree with ALL of its contents.

### **EVENT: HOCKEYFEST – GAME ON! VARIOUS DATES/LOCATIONS, CANADA + UNITED STATES 2021**

In full or partial consideration for allowing me to participate in all related events and activities of the EVENT, I hereby warrant and agree that:

1. I am aware that the EVENT that I will be participating in will be inherently dangerous, and I will be exposed to the risk of serious injury, disability, death, and risk of damage to or loss of property. I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.
2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this EVENT, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in this EVENT; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the EVENT the sole responsibility for my personal safety 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 feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the EVENT.
5. I acknowledge that there may not be prompt access to medical assistance or treatment when participating in any activities, and I assume and accept any risk relating to the access to medical assistance and/or treatment. I have medical insurance that would apply to any injury, disease or damage, that I could receive, and I am responsible for any and all medical costs arising from any injuries, disease or damage, obtained while participating in any activities.

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 the EVENT even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the EVENT in any capacity; and 2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as “the Releasees”) from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or my presence in any capacity 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 RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any 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(s) of the EVENT; 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 by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the EVENT occurs.

CONSENT TO USE & RELEASE OF PERSONAL INFORMATION: I do hereby agree and consent to the collection and use of my personal information (including first and last name, date of birth, address, postal code, phone number, email address), and the release of my name and age, personal images, athletic results and awards, prizes received, and verbal quotes, which may be posted on the website and social media channels, or affiliated websites of HockeyFest – Game On Inc., the City, town, or municipality, or sports venues, in which I play. I understand and agree that this information will not be sold to anyone by HockeyFest – Game On Inc. I give this consent voluntarily and with the understanding that any of this information may be used in newspaper or magazine stories, posted on websites, social media channels and to verify my identity and registration with HockeyFest – Game On Inc. I further consent to be contacted by email and/or phone by HockeyFest – Game On Inc.

I/We, Hereby give my/our approval to allow the above applicant to participate for the duration of the tournament span and in any other activities undertaken at HockeyFest Game On!, in which they may participate. I understand and assume all risks including COVID-19 and any other hazards incidental to their participation, including transportation to and from the activities and I waive, release, absolve of indemnity and agree to hold harmless HockeyFest Game On!, their

respective officers, directors and employees, other participants, sponsors, the owner of the premises on which the HockeyFest Game On! facilities are located, persons transporting the applicant to or from these activities, for any claim arising out of an injury or accident involving the applicant.

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.