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**2021**

**WAIVER AND RELEASE OF LIABILITY  
AND ASSUMPTION OF RISK  
AGREEMENT**

**IMPORTANT – THIS DOCUMENT AFFECTS YOUR AND/OR YOUR CHILD’S RIGHTS AND OBLIGATIONS RELATING TO PARTICIPATION IN PRO HOCKEY DEVELOPMENT GROUP ACTIVITIES. IT LIMITS PRO HOCKEY DEVELOPMENT LTD.’S OBLIGATIONS TO YOU AND YOUR CHILD.**

**PLEASE READ THIS DOCUMENT  
CAREFULLY BEFORE SIGNING.**

**Signing Authority**

If a player is 17 years of age or younger (a “Minor”), the parent / guardian must sign this Agreement on their behalf and by doing so, the parent / guardian acknowledges and confirms that they have full authority to bind the Minor to the terms of this Agreement.

**IN CONSIDERATION of myself or my Minor child being allowed to participate in any way in any Pro Hockey Development Group Activity, including but not limited to hockey training, clinics, camps, leagues, tournaments and tours (the "Activities"), I, on behalf of myself and the Minor agree and acknowledge that:**

## **Assumption of Risks**

1. **I UNDERSTAND** the nature of the Activities and have full knowledge of my and/or the Minor's experience and capabilities and believe myself and/or the Minor to be qualified to participate in the Activities. I further acknowledge that I and/or the Minor are aware that the Activities will be conducted in facilities open to the public during the Activities. I further agree and warrant and will instruct the Minor that if, at any time, the Minor or I believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activities. I agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities.

2. **I UNDERSTAND** that:

(a) Pro Hockey Development Group Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS and DEATH** (the "Risks");

(b) the Risks may be caused by my or the Minor's own actions, or inaction's, the actions or inaction's of others participating in the Activities, the condition in which the Activities takes place or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;**

(c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time (the "Unknown Risks"); and I **ACCEPT AND ASSUME THE RISKS AND THE UNKNOWN RISKS AND ALL RESPONSIBILITIES FOR ANY LOSSES, COSTS, AND DAMAGES WHATSOEVER** that I and/or the Minor may suffer and/or incur as a result of my and/or the Minor's participation in the Activities.

## Release

3. **I, ON BEHALF OF MYSELF AND THE MINOR** and each of our legal representatives, successors and assigns **HEREBY RELEASE AND DISCHARGE** Pro Hockey Development Ltd., and its administrators, directors, agents, officers, volunteers, and employees and all other participants in the Activities and all sponsors and advertisers associated with Pro Hockey Development Ltd. and the Activities and all owners and tenants of the premises at which the Activities take place and each of those persons' legal representatives, successors and assigns (the "Releasees") of and from all liability, claims, causes of action, losses, and damages in any way whatsoever arising from or related to the Activities ("Claims"), including but not limited to Claims caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or any of them.

4. **I, ON BEHALF OF MYSELF AND THE MINOR AGREE:**

- a) not to make any claim or commence any action or proceeding against the Releasees with respect to the matters herein released;
- b) not to make any claim or commence any action or proceeding against any person, firm or corporation in which any claim could arise against the Releasees for contribution or indemnity under the provisions of any statute or otherwise with respect to any of the matters herein released; and
- c) that in the event that I and/or the Minor commence any such claim action or proceeding, this Agreement may be pleaded by the Releasees, and by the person, firm or corporation who might have a claim for contribution or indemnity from the Releasees, as a complete bar and defence to such claim or action, and I and/or the Minor agree to indemnify and hold harmless the Releasee from any and all resulting losses and damages and all expenses and legal fees incurred in responding to the commencement of such claim or action.

## **Compliance with Rules**

5. **I AND THE MINOR ACKNOWLEDGE** that we are responsible for knowing the rules of Pro Hockey Development Group as currently published and as may be amended in the future (the “Rules”). We agree to abide by the Rules and acknowledge and agree that any failure to abide by the Rules may result in our expulsion from the Activities without a refund of any monies paid to Pro Hockey Development Group for the Activities. We further agree to indemnify and hold the Releasees harmless from any and all liability, claims, causes of action, losses, and damages in any way whatsoever arising from or related to a failure by us to abide by the Rules and to indemnify and hold the Releasees harmless from all expenses and legal fees incurred in responding to such claims or actions.

## **Promotion Authorization**

6. **I, ON BEHALF OF MYSELF AND THE MINOR** irrevocably authorize Pro Hockey Development Group and any licensee or assignee to use my and/or the Minor’s name and/or likeness, without compensation, in photography, video or any other format for publication, sale, production, advertising in connection therewith, or any other use.

## 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 GROUP** 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 particular rules and personal discipline may reduce this risk, the risk of severe 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 (Age 17 Or Younger 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.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of event: \_\_\_\_\_

Location of event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Name of participant: \_\_\_\_\_

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_