



High School Ball Hockey BC Program

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, & INDEMNITY AGREEMENT -For High School Ball Hockey BC (“HSBHBCP) (Collectively, the “Releasees”) BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. Please read over carefully.

(To be executed by parents/guardians of Participants who are younger than the Age of Majority)

I am over the age of 18, and I agree that in consideration of my son or daughter being permitted to enter and use any and/or all of the facilities, land and premises of all of facilities leased to and operated by HSBHBC and participate in the HSBHBCP activities, I for myself, my personal representatives, assigns, heirs and next of kin, HEREBY RELEASE, DISCHARGE, FOREVER HOLD HARMLESS AND COVENANT NOT TO SUE any facility operator, HSBHBCP, their respective administrators, directors, agents, officers, members, coaches, independent contractors, volunteers and employees, other participants, any sponsors, advertisers (each considered to be one of the “RELEASEES” herein), successors, and assigns, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE including any and all losses or damages alleged or otherwise arising from, related to or consequent to Covid-19.

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of ball hockey and the orientation, instruction, activities, programs, and services provided by The Releasees (collectively the "Activities"), the undersigned, being the Participant, acknowledges and agrees to the terms outlined in this document: Description of Risks

2. The Participant understands and acknowledges that: a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; b) The Releasees have a difficult task to ensure safety and it is not infallible. The Releasees may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions and the equipment being used might malfunction; and c) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Releasees have put in place preventative measures to reduce the spread of COVID-19; however, the Releasees cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.



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3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Participant hereby acknowledges that he/she is aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to: a) Contracting COVID-19 or any other contagious disease; b) Executing strenuous and demanding physical techniques; c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements; d) Exerting and stretching various muscle groups; e) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment; f) Spinal cord injuries which may render the Participant permanently paralyzed; g) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being; h) Abrasions, sprains, strains, fractures, or dislocations; i) Privacy breaches, hacking, technology malfunction or damage; j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma; k) Physical contact with other participants, spectators, equipment, and hazards; l) Not wearing appropriate safety or protective equipment, such as a helmet; m) Failure to act safely or within the Participant's ability or within designated areas; n) Arena floor, benches, and other surfaces including bacterial infections and rashes; o) Collisions with arena boards, goals, goal posts and ball hockey equipment; p) Negligence of other persons, including other spectators, participants, or employees; and q) Arena/building facility conditions. Terms

4. In consideration of The Releasees allowing the Participant to participate in the Activities, the Participant agrees: a) That the Participant has a minimum of one COVID-19 Vaccination shot as of September 13, 2021 (government mandated proof of same required) and is fully vaccinated (2 shots) not later than October 24, 2021 (the Participant must be fully vaccinated by not later than October 24, 2021 and provide the Releasees with conclusive government mandated proof of same); b) That the Participant's mental and physical condition is appropriate to participate in the Activities; c) That when the Participant practices or trains in his or her own space, the Participant are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant; d) To comply with the rules and regulations for participation in the Activities; e) To comply with the rules of the facility or equipment; f) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of a the Releasees representative immediately; g) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way; h) That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; i) That the Participant is responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment; j) That COVID-19 is contagious in nature and the Participant may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agrees to assume all of the foregoing risks.



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5. In consideration of the Releasees allowing the Participant to participate, the Participant agrees:

- a) That the Participant is not relying on any oral or written statements made by the Releasees or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
- b) That the Releasees are not responsible or liable for any damage to the Participant's property or equipment that may occur as a result of the Activities. General

6. The Participant agrees that in the event that he/she files a lawsuit against the Releasees, they agree to do so solely in the province of British Columbia, Canada and they further agree that the substantive law of British Columbia will apply without regard to conflict of law rules and that he/she shall indemnify and hold harmless the Releasees from all legal costs and expenses as a result of any such action on a solicitor-client basis.

7. The Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect. Acknowledgement

8. The Participant acknowledges that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon him/her, their heirs, their spouses, next of kin, executors, administrators and legal or personal representatives.