

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

By signing this document you waive certain legal rights, including the right to sue. Please read this agreement carefully.

Participant's First Name: _____ **Participant's Last Name:** _____

Email Address: _____ **Team Name:** _____

In consideration of being allowed to participate in any way in the N. Bridgland Enterprises Inc. dba Kingston Sport & Social Club (KSSC) ("the Club") leagues, tournaments, classes, clinics, related events, and programs ("Activities"), the undersigned acknowledges, appreciates, and agrees that:

1) Age for Participation: I am 19 years of age or older.

2) Physical Condition: Always consult with your physician before participating in any sport(s) program, Activities or other related event. I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from participating in Club Activities. Further, I agree to stop and consult my healthcare provider if I experience faintness, dizziness, pain, or shortness of breath at any time while participating in the Club Activities.

3) Assumption of Risk: I understand that the risk of injury from the Activities is significant, whether caused by myself or someone else. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, including catastrophic injuries such as severe illness, permanent paralysis, or death. While preventative measures, particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS, both known and unknown. Without limiting the generality of the foregoing, I acknowledge that the reference to "risk" above includes the contagious nature of COVID-19 and assume the risk that I may be exposed to or infected with COVID-19 by participating in the Club Activities. I agree that the Club, its officers, directors, employees, volunteers, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to myself, my spouse, guests, unborn child, or relatives resulting from the act or omission of the Club or anyone on the Club's behalf or anyone else whether related to the Activities or not. I agree to indemnify, defend and hold the Club harmless against any liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by my own act or omission. I further agree to hold harmless, defend and indemnify the Club from all liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by myself, my guests, or minors, even if arising out of the act or omission of the Club, or anyone for which the Club is at law responsible.

4) Guidelines & Policies: In consideration of the Club permitting me to participate in its Activities, permitting me to the use of its equipment and permitting me the use of its facilities, I hereby agree as follows: To abide by the Club's Safe Return to Play guidelines, a current copy of which can be found on the Club's website at: <https://kssc.ca/safe-return-to-play-guidelines>. To abide by the Club policies and procedures, a current copy of which can be found on the Club's website at: <https://kssc.ca/about/policies#10>. I have read and understood said policies and procedures and agree to abide by them. I understand and acknowledge that should I fail to abide by any one or more of the policies and procedures, the Club may terminate my participation from all Activities without any refund of fees paid, without limiting my potential liability for failing to so abide.

5) Hazards: I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest representative immediately.

6) Alcohol & Drugs: I understand that the possession or consumption of alcoholic beverages or illegal substances is prohibited at all game locations and Activities hosted by the Club. I understand that by not following the rules of the game, or by playing while intoxicated, or if there is any suspicion of intoxication, I will not be allowed to play and will not receive a refund.

7) Sportsmanship and Fair Play Agreement: I have read, understood and will abide by the rules of my sport as outlined by the Club. I understand that Club Activities are self-officiated and that I am responsible to call my own fouls. I will not wait for my opponent or the Game Coordinator (if present) to make that decision. I understand that if it is reported by the Game Coordinator or an opponent that I have behaved in an unsporting manner or have not played by the rules, that I could be suspended or ejected from the game and/or all other Club Activities, with no refund.

8) Severability: Each provision of this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision, in whole or in part, will not affect:

- (a) the legality, validity, or enforceability of the remaining provisions of the Agreement, in whole or in part; or
- (b) the legality, validity or enforceability of that provision, in whole or in part, in any other jurisdiction.

9) Photo Release: I understand that there may be photos & videos taken while participating or being in close proximity to Club Activities. The Club, their partners and sponsors have my permission to use these photos on their social media sites, websites and other marketing materials. I understand that I can contact the company in writing if I would like a photo of myself removed within a reasonable amount of lead-time.

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

Signed this _____ day of _____, 20_____.

Signature of Participant

PRINT Name of Participant

Signature of Witness

PRINT Name of Witness

Please mail hard copies of waivers to:

Kingston Sport & Social Club
1 Donald Street Suite 204
Ottawa Ontario
K1K 4E6
Email: info@kssc.ca
Tel: 613-544-TEAM (8326)

FAXES NOT ACCEPTABLE!