



**Westside Community Church – Ball Hockey Tournament  
3637 Grand Park Dr., Mississauga, ON**

## **WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNIFICATION AGREEMENT**

**(Hereinafter referred to as the “Release Agreement”)**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS**

**TO: WESTSIDE COMMUNITY CHURCH, and its directors, officers, employees, volunteers, representatives, successors and assigns (all of whom are hereinafter referred as “the Releasees”)**

### **DEFINITION**

In this Release Agreement: the term "Floor Hockey" shall include all activities, services and use of facilities either provided by or arranged by the Releasees, including, but not limited to: orientation and instruction sessions; warm ups, the participation or general attendance at games, and any recreational activities ancillary thereto, undertaken during the Westside Community Church – Ball Hockey Tournament.

### **ASSUMPTION OF RISKS:**

1. I acknowledge that my attendance at or participation in Floor Hockey carries with it certain inherent risks and dangers that cannot be eliminated regardless of the care or preventative measures taken to avoid injuries. I understand that I am personally responsible to provide for my own protective gear which I have been strongly urged by the Releasees to wear in my participation of Floor Hockey, including, but not limited to, shin guards, hockey gloves, proper running shoes, helmets, masks, protective eye wear, and jock straps

2. I acknowledge that the inherent risks associated with Floor Hockey include, but are not limited to: being struck by an object (such as a hockey stick, ball, another Floor Hockey participant, a spectator, etc.), hypothermia, dehydration, physical exertion resulting in nausea, dizziness, respiratory problems or breathing difficulties, slip and falls, head injuries; broken bones, sprains, cuts, burns and abrasions; and, serious bodily injury such as permanent disability, heart attack, paralysis or death. \_\_\_\_\_(initials) I also acknowledge any medical conditions that may hinder my participation and understand that it is my responsibility to notify leadership personnel of my condition, identifying all necessary precautions that are to be taken to ensure that I am able to participate safely...

3. I have read the foregoing and I understand the physical demands of Floor Hockey and the inherent risks associated thereto and affirm that to the best of my knowledge, my physical condition (or that of my minor participant) is adequate for me (or my minor participant) to participate safely. My participation (or that of my minor) in or attendance at this activity/event is voluntary and by signing below I knowingly and completely assume the foregoing risks.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FLOOR HOCKEY AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**WAIVER, RELEASE AND INDEMNIFICATION**

In consideration of the Releasees agreeing to my participation in Floor Hockey and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, , I, on behalf of myself, personal representatives, heirs, spouse, next of kin, executors, administrators, or assigns, do **hereby agree as follows:**

1. **to waive, release, forever discharge and indemnify the Releasees** from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from occasioned by or attributable in any way to my acts or omissions resulting from my participation in Floor Hockey or attendance at this activity/event, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT (ON), ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FLOOR HOCKEY REFERRED TO ABOVE;
2. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought in Ontario and shall be within the exclusive jurisdiction of the Courts of that province. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Floor Hockey, other than what is set forth in this Release Agreement.

**ACKNOWLEDGMENT AND UNDERSTANDING**

I confirm that I have read and understood this Release Agreement prior to signing it, including the description of the inherent risks associated with Floor Hockey. I am aware that by signing this Release Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees. I am also aware that this Release Agreement is intended to be broad and all inclusive so as to preclude any claims and that I have the legal capacity to sign, or if I am a minor, have discussed fully with my parent or guardian.

Printed Name and Signature	
Date	
Parent's or Guardian's Printed Name and Signature	
Date	