

WAIVER, RELEASE AND INDEMNITY AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING

For and in consideration of permitting the applicant and/or participant _____ (the "Applicant") access to funded, supported and/or organized services (the "Services") and the Applicant's participation in the Services, (as defined below), I (Parent or Guardian Name) _____ and _____ (Parent or Guardian Name) (collectively "We"), the parent(s) and/or legal guardian(s) of the Applicant enter into this waiver, release and indemnity agreement (the "Agreement") for myself (ourselves) and on behalf of the Applicant with and for the benefit of the Okanagan Hockey Community Foundation and its directors, officers, employees, volunteers, agents, affiliates, representatives, successors and assigns (collectively, "OHCF"). I (We) agree as follows:

1. **Definitions.** The term "Services" shall include all activities, academies, schools, camps, programs, events, classes, training and other services funded, supported and/or organized by OHCF, including, but not limited to, Power Skating, Skater Development, Advanced Skater Development, Battle and Compete, Power Skating/Battle, Learn to Play, Shooters/Scorers, Advanced Development/Shooter, Defence, Goalie Development, Advanced Goalie Development, Intensive Goalie, Specialty Goalie, Hockey Canada Goalie, Transcend Training 6 Week Program, and all other such related activities provided or otherwise made available to me by OHCF.
2. **Acknowledgment of Risks.** I (We) fully understand and acknowledge that: there are inherent risks, dangers and hazards that exist as a result of the Applicant's participation in the Okanagan Hockey Community Foundation; (b) the Applicant's participation in the Services may result in injury or illness including, but not limited to, bodily injury, loss of life, fractures, partial and/or total paralysis, or other ailments that could cause serious disability; and (c) these risks and dangers may be caused by the acts, omissions or negligence of OHCF and/or accidents, breaches of contracts, or other causes.
3. **Assumption of Risks.** I (We) HEREBY ACCEPT AND ASSUME RESPONSIBILITY for any and all risks arising from the Applicant's participation in the Services.
4. **Release and Discharge.** As a condition and in consideration of the Applicant's participation in the Services, I (We) HEREBY RELEASE OHCF from any claims, demands, liabilities, damages, costs, actions or causes of action of every nature and kind whatsoever that I (We) may have against OHCF arising out of the Applicant's participation in the Services, whether direct, indirect or consequential, including, without limitation, on account of any injury, harm, illness, disability, loss or damage of any kind due to any act, omission or negligence whatsoever on the part of OHCF.
5. **Indemnity.** Further, I (We) HEREBY AGREE TO INDEMNIFY OHCF from the Applicant or any third party claims, demands, liabilities, damages, costs, actions or causes of actions of every nature and kind whatsoever arising out of the Applicant's participation in the Services, including, without limitation, on account of any injury, harm, illness, disability, loss or damage of any kind due to any act, omission or negligence on my (our) part.
6. **Jurisdiction.** The Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable hereto.



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7. **Acknowledgment and Understanding.** I (We) confirm that I (We) have read this Agreement, understand its terms and am (are) aware that by signing this Agreement, I (We) waive certain legal rights, as well as those of my (our) heirs, estate, executor, administrators, successors or assignees, including the right to sue and recover damages for injury. I (We) understand that I (We) have the right to seek legal counsel before signing this Agreement. I (We) confirm that I (We) signed this Agreement freely and voluntarily and intend my (our) signature to be a complete release of liability to the greatest extent allowed by law.

DATED this ___ day of _____, 20__.

Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Email: _____

Phone: _____

Name of Witness: _____

Signature of Witness: _____