

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

BY SIGNING THIS AGREEMENT, YOU AND YOUR GROUP WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS DOCUMENT CAREFULLY Initials

I, _____, _____,
[Print Name] [Apt. and Street]
_____, _____, _____, _____
[City] [Province/State] [Postal/Zip Code] [Birth Date: dd/mm/yy]

acknowledge and agree that in consideration of being permitted to do/organise **[Ice Skating/Hockey Training/Practice/Shinny]** at facilities operated by **[Major League Sportsplex]** (hereinafter referred to as **“[MLS Arena]”**):

1. **I DO HEREBY RELEASE [MLS Arena]** and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against **[MLS Arena]** and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in **[MLS Arena]** notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **[MLS Arena]**, or any of their directors, officers, employees, sponsors, independent contractors or agents.
2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**
 - I will be responsible for insuring that all participant(s) , including players, parents, spectators and any other entity connected directly or indirectly to my reservation is aware about this release, and if I fail to inform all parties about this release and waiver, then MLS Arena will not be liable for such failure, and will be held harmless.
 - **[Ice Skating/Hockey Training/Practice/Shinny]** may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of **[Ice Skating]** itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the **[Ice Skating]**;
 - as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
 - some of the aforesaid risks and hazards are foreseeable, but others are not;
 - I nevertheless **freely and voluntarily assume all the aforesaid risks and hazards**, and that, accordingly, my preparation for, and participation in **[Ice Skating]** **shall be entirely at my own risk**;
 - I understand that neither **[MLS Arena]** nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in **[Ice Skating]**;
 - I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
 - I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **[MLS Arena]**, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for **[Ice Skating]**, whether or not such loss or injury is caused solely or partly by the negligence of **[MLS Arena]** or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
 - I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;

- I clearly understand that **[MLS Arena]** would not permit me to participate in **[Ice Skating]** unless I signed this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, that this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** applies to **[Ice Skating]** whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **[MLS Arena]** or one or more of their representatives;
- this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of participation in **[Ice Skating]** and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of participating in **[Ice Skating]**, and that I have no pre-existing conditions that would hinder my ability to participate in **[Ice Skating]**.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, Provincial, and municipal governments and public health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

MLS Arena has put in place preventative measures to reduce the spread of COVID-19; however, **MLS Arena cannot guarantee** that you ,or your child(ren) and members of your groups will not become infected with COVID-19. Further, **attending the MLS Arena could increase** your risk and members of your group under this reservation risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that me or members of my bookings may be exposed to or infected by COVID-19 by coming into MLS Arena and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at MLS Arena may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MLS Arena employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the MLS Arena or participation in programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless MLS Arena, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MLS Arena, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

Participant Name (Please Print)

Parent name (If less than 19 yrs on date of signing)

Participant Signature

Parent Signature (If less than 19 yrs on date of signing)

Date

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in **[Ice Skating]**.