

Rollers Roller Rink Inc. Adult Participant Waiver Form

This Waiver and Release of Liability is intended to be a legally binding contract to be in effect for a one (1) year period from the date of signing with respect to my participation in any/all activities (the "Activities") hosted by Rollers Roller Rink Inc. By signing below and in consideration of Rollers Roller Rink Inc. permitting the myself to participate in the Activities:

1. I HEREBY ASSUME ALL OF THE RISKS OF MY PARTICIPATION IN THE ACTIVITIES, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of Rollers Roller Rink Inc., its directors, officers, volunteers, representatives, agents, successors, assigns, the event holders, sponsors and the Activities' venue owners (collectively the "Released Parties"), from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability.
2. I acknowledge that the Activities (including, but not limited to, rollerskating) are very physical by nature and my participation in the Activities carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to those caused by terrain, obstacles, facilities, temperature, condition of participants, equipment, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or organizers of the Activities. Examples of some specific injuries from participating in the Activities may include: Injuries to the arms, legs, neck and trunk range from cuts and bruises to sprains, strains, fractured bones, broken bones, joint dislocations and separations, facial injuries, concussions and other head injuries.
3. Protective Equipment: I acknowledge that wearing a helmet is strongly recommended while engaging in the Activities and that wearing wrist guards, knee pads and other sport specific protective gear is highly recommended by Rollers Roller Rink Inc. to reduce my chances of injury.
4. I state to Rollers Roller Rink Inc. that I am physically fit, have sufficiently prepared or trained for participation in the Activities, and have not been advised to not participate by a qualified medical professional. I further state that there are no health related reasons or problems which preclude my participation in the Activities.
5. I further agree to participate in the Activities following Skater Etiquette and to follow directions by the organizers and any of the Activities' monitors, and I understand that if I fail to do so, that I may be required to leave without a refund.
6. I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
  - A. I WAIVE, RELEASE, AND DISCHARGE the Released Parties from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage, property loss, property theft, or any kind which may occur to me including my travelling to and from the Activities, and
  - B. INDEMNITY, SAVE AND HOLD HARMLESS the Released Parties from any and all liabilities or claims made by the individuals or entities because of my actions during my participation in the Activities.
7. If an arbitrator or a Court of competent jurisdiction finds that, in spite of the releases and waivers granted herein, one or more of the Released Parties is liable to me, then I agree that the maximum amount of damages for which the Released Parties may be liable to me will be limited to the amount that I paid to participate in the Activities. The Released Parties will not be liable to me for any other damages whatsoever, including, but not limited to direct, indirect, incidental, punitive and consequential damages, unless otherwise specified in writing.
8. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities.
9. Media Release: I understand that while I am participating in the Activities, I may be photographed. I hereby grant permission to Rollers Roller Rink Inc., perpetually and irrevocably, the unconditional right throughout the world to photo, video, or film my likeness and to use the same for any lawful purpose, including, but not limited to, promotional purposes and social media postings (e.g. Twitter, Instagram, Facebook, etc.). I further agree that my likeness and personal image may be edited at Rollers Roller Rink Inc.'s sole discretion. I expressly release Rollers Roller Rink Inc. from and against any and all claims, demands, or causes of action which I have to may have for invasion of privacy, defamation, infringement of copyright or any other cause of action arising out of the recording and use of my likeness. I also understand that while I am participating in the Activities, I may photograph myself. I hereby agree to duly credit Rollers Roller Rink Inc., for any and all publicly posted images I may capture at Rollers Roller Rink Inc., for any and all publicly posted images I may capture at Rollers Roller Rink Inc. by effectively "tagging" @rollers\_roller\_rink as a component of each posted image or video, and I hereby grant permission Rollers Roller Rink Inc., perpetually and irrevocably, should any image or video be discovered in any public forum that was captured at Rollers Roller Rink Inc., and does not have an appropriate Rollers Roller Rink Inc. "tag", to download, copy, share, or otherwise use that image or video in any way the representatives of Rollers Roller Rink Inc. see fit.
10. This Waiver and Release of Liability will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law, and will be governed and interpreted by the laws of Alberta and the applicable federal laws of Canada. A court of competent jurisdiction in Edmonton, Alberta will have exclusive jurisdiction in the event of any dispute under this Waiver and Release of Liability. This is the entire agreement between the parties with respect to its subject matter.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS WAIVER AND RELEASE OF LIABILITY DOCUMENT. I AM AWARE THAT THIS IS A LEGALLY BINDING CONTRACT WHEREIN I AM WAIVING CERTAIN OF MY LEGAL RIGHTS AND RELEASING OTHERS FROM LIABILITY, AND THAT I ACCEPT AND AGREE TO IT OF MY OWN FREE WILL.

Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact's Phone Number: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_