

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under the age of majority and signed by a Parent or Guardian)

WARNING! By signing this document, you will waive certain rights, risks and responsibilities. Please read carefully.

Participant Name: _____.

1. This is a binding legal agreement. Clarify any questions or concerns before signing. The undersigned are the Participant and Participant's Parent/Guardian (collectively the "Parties") and hereby acknowledge and agree to the following terms outlined in this agreement.
2. As a Participant in activities, programs, classes, services provided and events sponsored or organized by **Hoops Performance Centre Inc.** (the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, instructional sessions or lessons, conditioning programs on any surface owned, managed or occupied by the Organization, including but not limited to ice, turf, field, or court surface (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms outlined in this agreement:
3. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Disclaimer

4. The Organization, their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, independent contractors, subcontractors, sponsors, owners/operators of the facility in which the Activities take place, successors and assigns, and representatives are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Initials: _____ **I have read and agree to be bound by paragraphs 1 through 4**

Description of Risks

5. The Parties understand and acknowledge that:

- The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
- The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.
- That due to the COVID-19 pandemic there are maximum limits for gathering size set by the Provincial Government, and that this number may change at any time, and that gathering size limits may need to be adjusted with or without notice to you to maintain compliance.

6. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:

- Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
- Premises: defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, or persons; dangerous, unsafe, or irregular conditions on ice, turf/grass or other surfaces, extreme weather conditions; travel to and from premises.
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment properly and/or within my own ability.
- Contact: contact with any and all sporting equipment, nets, boards, benches, stands, poles, fences or other persons, whether intentional or unintentional, is a common part of ice and/or turf/field programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, including but not limited to closed head injury or blunt head trauma or serious spinal injury which may render the participant permanently paralyzed.
- Serious injury to virtually any and / or all bones, joints, ligaments, muscles, tendons, and other aspects of the participants body or to the participants general health and wellbeing.
- Abrasions, sprains, strains, fractures, or dislocations.
- Ice, grass, turf, and other surfaces including bacterial infections and rashes.
- Advice: negligent advice regarding ice and/or field programs.
- Ability: Failing to act safely within my own capability and/or within designated areas.
- Sport: the use of ice and/or field/turf and its inherent risks.

- Conduct: My conduct and the conduct of other persons including any physical altercation between ice and/or field participants and/or spectators.
- Travel: Travel to and from the Activities
- Negligence: My negligence and negligence of other persons, including **NEGLIGENCE ON the PART OF THE ORGANIZATION**, may increase the risk of damage, loss, personal injury, or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers, and hazards of ice, turf/field and/or court programs, some of which are referred to above.

Initials: _____ **I have read and agree to be bound by paragraphs 4-6.**

Terms

7. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

- That the Participant’s mental and physical condition is appropriate to participate in the Activities;
- That when the Participant practices or train in his or her own space, the Parties are responsible for the Participant’s surroundings and the location and equipment that is selected for the Participant;
- To comply with the rules and regulations for participation in the Activities;
- To comply with the rules of the facility or equipment;
- To comply at all times with all applicable Government Orders, Statutes, Acts, Regulations and Guidelines, including but not limited to those pertaining to COVID-19;
- That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
- The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;
- That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
- That they are responsible for the choice of the Participant’s protective equipment and the secure fitting of the protective equipment;
- That COVID-19 is contagious in nature and the Participant may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all of the foregoing risks.

8. In consideration of the Organization allowing the Participant to participate, the Parties agree:

- That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
- That the Organization is not responsible or liable for any damage to the Participant’s vehicle, property, or equipment that may occur as a result of the Activities.
- That the Organization is not responsible or liable for any damage, loss, or expense resulting from any changes in gathering size as mandated by any Government Order, Act, Regulation, Statute or Bylaw;

Initials: _____ **I have read and agree to be bound by paragraphs 7-8.**

General

9. The Parties agree that notwithstanding the above, in the event that they file a claim against the Organization, they agree to do so solely in the province of Alberta, Canada and they further agree that the substantive law of Alberta will apply in the event of conflict of law rules.

10. The Parties expressly agree that this Agreement is intended to be as inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

11. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print) _____
 Signature of Participant _____
 Date of Birth _____

Name of Parent or Guardian (print) _____
 Signature of Parent or Guardian _____
 Date _____