



ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT,
YOU WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE

TO: LEDUC OLD SCHOOL BASKETBALL LEAGUE and its DIRECTORS of 30 Birchmont Drive, Leduc, Alberta, operating as Leduc Old School Basketball League, and its employees, agents, representatives, and assigns (the "Organizer")

RE: _____ (the "Participant")

I have voluntarily agreed to participate in a recreational basketball league offered by the Organizer which may include, but may not be limited to, cardiovascular and aerobic exercise and plyometric and strength training. In consideration of the Organizer's acceptance of my participation in any way in the Leduc Old School Basketball League (the "League") at _____ (the "Premises") or any other location, I hereby agree on behalf of myself, and my heirs, assigns, executors, administrators, personal representatives, and next of kin as follows:

1. I acknowledge that the Organizer has:
 - a. recommended that an examination by a physician should be obtained prior to commencing my participation in the League, or initiating any substantial change to pattern of physical activity; and
 - b. advised me prior to commencement of my participation in the League that there are known and unknown risks associated with participation in the League, and which may include personal injury, including death and disability, occurring as a result of slips and falls; impact with or use of equipment; impact with other participants; the Organizer's instruction, supervision, or recommendations; the negligence or carelessness of myself or others including failure to follow the Organizer's instructions; **and negligence on the part of the Organizer including failure to take reasonable steps to safeguard me from the risks of participating in the League and failure to take reasonable steps to operate or maintain the Premises.**

I accept and fully assume, without limitation, all such risks associated with my participation in the League and the possibility of personal injury, death, property damage or loss resulting therefrom.

2. I understand that the Organizer may refuse my participation in the League for any reason, including, but without limiting the generality of the foregoing:
 - a. my failure to follow the Organizer's instructions, in the sole discretion of the Organizer;
 - b. my failure to adequately prepare for safe participation in the League, in the sole discretion of the Organizer; and
 - c. my suffering from an illness or ailment of any kind that may impair my continued participation in the League or that may be potentially harmful to others on the Premises or other location, in the sole discretion of the Organizer.

3. I hereby irrevocably waive, release and fully discharge the Organizer from and against any and all liability for loss, damage, personal injury, including death and disability, and costs of any kind and nature whatsoever which I may suffer now or in the future by reason of or existing out of any causes whatsoever related to or arising out of or from my participation in the League or my presence on the Premises or the instructions, supervision, or recommendations of the Organizer, **including negligence, breach of contract, and breach of any statutory duty or other duty of care on the part of the Organizer. I accept that this release covers and includes, but is not limited to, all unknown and unforeseen claims, injuries, damages and losses, and any consequences thereof, including aggravation of injuries caused by negligent rescue operations or procedures.**
4. I further agree to indemnify and hold harmless the Organizer from any and all liability for actions, causes of actions, loss or injury, including death, costs, including legal fees on a solicitor and client basis, and claims of any kind and nature whatsoever suffered or incurred by me or by anyone else related to or arising out of my participation in the League or my presence on the Premises or the instructions, supervision, or recommendations of the Organizer, **including any claim based on negligence, breach of contract, and breach of any statutory duty or other duty of care on the part of the Organizer or anyone else.**
5. I acknowledge that any and all personal property left on the Premises is left at my own risk, and that the Organizer is not liable for lost, damaged or forgotten items.
6. I acknowledge that this agreement, along with any instructions communicated by the Organizer from time to time, creates and constitutes my continuing obligations respecting my participation in the League at any time.
7. Each provision of this agreement is severable. If any provision is found to be unenforceable, such unenforceability shall not affect the validity of the remainder of this agreement.
8. This agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.
9. All terms and conditions of this agreement shall enure to the benefit of and be binding on the parties, their heirs, executors, administrators, personal representatives, successors and assigns.
10. **I HAVE READ THIS AGREEMENT THOROUGHLY. I UNDERSTAND THAT, BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, AND MY HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN MAY HAVE AGAINST THE ORGANIZER, INCLUDING THE RIGHT TO SUE. I HAVE BEEN AFFORDED THE OPPORTUNITY TO REFUSE PARTICIPATION IN THE LEAGUE BUT I HAVE FREELY AND VOLUNTARILY ELECTED TO SIGN THIS AGREEMENT.**
11. **I UNDERSTAND THAT THE ORGANIZER IS RELYING ON THIS FULL RELEASE AND WAIVER OF ALL CLAIMS WHEN ACCEPTING MY PARTICIPATION IN THE LEAGUE.**

Signed this _____ day of _____, 20____ at Leduc, Alberta.

Participant:

Witness:

(Signature)

(Signature)

(Print name)

(Print name)