

Gough Basketball's
THE PERFORMANCE FACTORY

ACTIVITY WAIVER & RELEASE FORM

This ACTIVITY WAIVER AND RELEASE (this "Agreement") dated this _____, day of _____, 2022

BETWEEN:

_____ (The "Participant")

AND

The Performance Factory

3020 Hawthorne rd 200G Ottawa ON K1G 3J6 (The "Activity Provider")

In consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

CONSIDERATION

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant and Parent or Legal Guardian releases and forever discharges the Activity Provider, the Activity Providers Spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of actions, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Releasor understands that the Releasor/Participant would not be permitted to participate in the activity described below unless the Releasor signed this Agreement.

DETAILS OF THE ACTIVITY

3. The Participant will participate in the following activity:

"Indoor basketball training in a gym. Training includes fast paced sports training that requires strength, top speed and agility."

CONCURRENT RELEASE

4. The participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and/or Parent or Legal Guardian.

FITNESS TO PARTICIPATE

5. The Participant and/or the Participants parent or Legal Guardian acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity that have not been disclosed to the Activity Provider.

FULL AND FINAL STATEMENT

6. The Participant and/or Parent or Legal Guardian hereby acknowledges and agrees that the Participant and/or Parent or Legal Guardian has carefully read this Agreement, and that they fully understand the same, and that the Participant and/or Parent or Legal Guardian is freely and voluntarily executing the same.

7. The Participant and/or Parent or Legal Guardian understands that by signing this Agreement, they agree to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

8. This Agreement contains the entire agreement between parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

GOVERNING LAW

9. This Agreement will be constructed in accordance with and governed by the laws of the Province of Ontario.

EMERGENCY CONTACT FOR THE PARTICIPANT

Name: _____

Contact Number: _____

PARTICIPANT OR PARENT OR LEGAL GUARDIAN

Print name: _____

Signature: _____

Date: _____