

FEDERATION OF BROOMBALL ASSOCIATIONS OF ONTARIO

Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

Participant Information:

Participant's Name: _____ Birthday (dd/mm/yyyy) ____/____/____

Address: _____ Town/City: _____

Postal Code: _____ Phone: _____

DEFINITIONS

In this Release Agreement, the **Federation of Broomball Associations of Ontario** will further be referred to as "**the organization**" – and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, suppliers, sponsors, successors, and assigns – all of whom are hereinafter referred to as "**the Releasees**". The term "**Broomball**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to broomball; orientational and instructional courses; travel, transport, and accommodation; and other such activities, events, and services in any way connected with or related to Broomball.

ASSUMPTION OF RISKS

I am aware that Broomball involves many risks, dangers, and hazards and I freely accept and fully assume all such risks, dangers, and hazards, and the possibility of personal injury, death, or loss resulting therefrom. The risks, dangers, and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or changes in the playing surface; travel or transport to and from the sites used for Broomball; collisions with other players; failing to play safely or within the limitations of one's own abilities; negligence of other participants; and negligence on the part of the Releasees, including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of Broomball. Additionally, I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for my sport.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in Broomball and permitting my use of their services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Broomball due to any cause whatsoever, including negligence, breach of contract, or breach or any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, on the part of the Releasees, and further including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards or participating in Broomball referred to above;
2. To hold harmless and indemnify the Releasees for any and all ability for any property damage, loss or personal injury to any third party resulting from my participation in Broomball;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Ontario and no other jurisdiction;
5. Any litigations involving the parties to this Release Agreement shall be brought solely within the province of Ontario and shall be within the exclusive jurisdiction of the courts of that province;
6. In case any of the provisions of this Release Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Release Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; and
7. In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Broomball other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT.

Release Agreement Acknowledgment:

Participant:

Note: all participants, no matter their age, must sign their name

Signature of Participant

Date

Parent/Guardian: *if the participant is not of the age of majority*

Name of Parent/Guardian

Signature of Parent/Guardian

Date

Witness:

Name of Witness

Signature of Witness

Date