

2025 HOCKEYFEST, BALL HOCKEY – OWEN SOUND, ON RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of the participation of (the “Participant”) in the “HOCKEYFEST” (the “Activity”) on 2nd Avenue, Owen Sound, ON (the “Facility”) on Saturday, November 15, 2025, the Participant (or if the Participant is a minor, the Participant’s parent or legal guardian) (the applicable person being the “Releasor”), hereby agrees as follows:

A. RELEASE

The Releasors agree TO WAIVE ANY AND ALL CLAIMS against each and every one of, The City of Owen Sound, their respective affiliates and related entities, as well as each of the shareholders, directors, officers, employees, volunteers, agents, representatives, sponsors, promoters, and advertisers of all of the foregoing, and the organizers and/or promoters and/or sponsors and/or advertisers of the Activity (collectively the “Releasees”), from any and all demands, loss, liability, costs, damage, expenses (including but not limited to legal expenses and fees), actions, causes of action, suits and claims of any nature whatsoever which the Releasor may at any time have against the Releasees (or any of them), directly or indirectly by reason of, in respect of, connected with or arising out of:

- (a) any personal injury or death, or any damage to or loss of property the Participant may sustain
 - (i) at or on the way to or from the Facility, (ii) in any way relating to the Participant’s participation in the Activity or part thereof, and/or (iii) in any way relating to the Participant’s presence in or at the Facility, including without limitation where such injury, death, damage or loss is due to any latent defects in the Facility or the equipment therein or may be, or be alleged to be, caused in whole or in part by the negligence of the Releasees or any of them;
- (b) the use of the Participant’s photograph, name, likeness or other identification under section C of this agreement; and
- (c) any medical assistance provided by the Releasees, or any of them, as referenced in section B.3 of this agreement.

B. ASSUMPTION OF RISK

1. The Releasor acknowledges and agrees that the Participant’s participation in the Activity is purely voluntary.

2. The Releasor is aware of and understands the inherent risks and dangers of the Activity and the Participant’s participation therein and the potential for injury which exists in connection therewith. The Releasor hereby assumes full responsibility for, and all risks associated with, the Activity and the Participant’s participation therein including without limitation the following:

- (a) all health, physical and legal risks; and
- (b) all risks of personal injury or death or damage to or loss of property, including without limitation those based upon, or relating to, any lack of skill of the Participant or any other participant in the Activity or at the Facility or caused in whole or in part by the negligence or intentional tort of the Releasees or any of them.

3. The Releasor understands and agrees that in the event of injury to the Participant:

- (a) none of the Releasees will be responsible for any decisions relating to the Participant’s medical treatment or the medical treatment itself; and

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- (b) without limiting the generality of the foregoing, the Releasees will not be obligated to assist, nor are the Releasees (or any of them) qualified medical professionals and where the Releasees (or any of them) do provide such assistance, the Releasees shall have no liability whatsoever in connection therewith.

C. PHOTOGRAPHY/VIDEOGRAPHY

1. The Releasor grants its permission to the Releasees (and any of them) to take photographs and/or videos of the Participant, including using a professional photographer (the “Authorized Photographer”) to do so, and/or to use the Participant’s name, likeness or any other identification for advertising, marketing, publicity, instructional or other purposes in connection with the Activity and/or the Facility and/or any related activity of any of the Releasees, in any medium including any of The City of Owen Sound or Owen Sound River Districts' websites or those of the Authorized Photographer, at any time and from time to time, without remuneration, compensation or other obligation and without rights of prior review or approval by the Releasor (except where prohibited by law).

D. GENERAL

1. The Releasor agrees to abide by the rules, regulations, policies and procedures of the Facility as such may be established from time to time by Facility management and/or owners and covenants and agrees that the Participant will use the Facility and equipment therein in a manner consistent with its intended use and application.
2. The Releasor acknowledges:
- (a) having been given full opportunity to read this agreement before signing it;
 - (b) having had full opportunity to ask any questions regarding the Activity;
 - (c) having read and understood this agreement; and
 - (d) having been given the opportunity to review this agreement with anyone of his/her choice including a lawyer.
3. The Releasor represents and warrants that the Participant is in good physical condition, is physically fit to participate in the Activity and is not subject to any medical condition that may pose any risk of harm or disability to the Participant or others.
4. The Releasor hereby agrees that this agreement shall be binding upon the Releasor and the Releasor’s personal representatives, heirs, executors, administrators, successors, next of kin and assigns.
5. This agreement shall be governed by the laws of the Ontario and the laws of Canada applicable therein.
6. This agreement is meant to be liberally construed to protect those entities and individuals listed above to the fullest extent allowed by law.

E. ACKNOWLEDGEMENT

By signing, I hereby acknowledge and agree to sections ‘A’ through ‘D’ as previously stated in the Release of Liability and Assumption of Risk Agreement

Please complete signature box on registration form.