

Elton Community Center

Assumption of Risk and Waiver November 1, 2020 to October 31, 2021

PLEASE READ CAREFULLY:

1. ACKNOWLEDGMENT OF INHERENT RISK

I understand that participation in skating, hockey, and any other sporting activities (hereinafter the "Sports Activity") is voluntary, and involves inherent risk during participation, including the risk of possible accidents, physical injury, or exposure to the COVID-19 virus or other infections or infectious diseases as a result of attending practices, team events or games. I freely accept and fully assume all such risks, dangers and hazards, including but not limited to personal injury, disease transmission, death, property damage or loss, resulting from my participation. I have carefully considered the risks involved, and I have full confidence that reasonable precautions will be taken to ensure the safety and well-being of myself (or my son/daughter/ward).

2. WAIVER

I do for myself (or my child), and our respective heirs, executors, administrators, successors and assigns, hereby waive, release, and forever discharge Elton Community Center, their officers, partners, agents, servants, representatives, volunteers, coaches, officials, successors and assigns (the "Representatives") of and from any actions, causes of action, complaints, demands and claims or any recourse whatsoever ("Claims") that I have or may have in the future in any way connected with my (or my child's) participation in the Sports Activity contemplated herein, whether in law or in equity, in respect of personal injury, illness or disease transmission, loss of life, or property damage of any kind or nature, and I do hereby discharge the Representatives from any such liability. This includes negligence, breach of contract or breach of any statutory or other duty of care.

3. INDEMNIFICATION

I further agree to fully indemnify and defend Elton Community Center and any of their Representatives from and against any and all Claims brought against Elton Community Center and any of their Representatives, including all related costs and expenses, and against any loss, costs, damages, or expenses which Elton Community Center and any of their Representatives may sustain, suffer, incur, or be liable for resulting from, arising from, or in any way related to my (or my son/daughter/ward's) participation in the Sports Activity. I also agree and undertake not to make any claim or take any proceedings against the Representatives set out above, or any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise from the Representatives set out above.

4. SEVERABILITY

The provisions of this Assumption of Risk and Waiver shall be deemed severable and if any provision or portion thereof is held invalid, illegal or unenforceable for any reason, the remainder shall not thereby be invalidated but shall remain in full force and effect.

Acknowledgement: I am aware of the nature and effect of this Assumption of Risk and Waiver and I fully understand all the terms and conditions above. I understand that I have given up substantial rights by signing this Assumption of Risk and Waiver and I am signing it freely and voluntarily without inducement.

Parent/Guardian: I certify that I am the parent or legal guardian of the participant named below and that I am entitled to his or her custody and control. I understand the aforesaid inherent risks that could arise from these activities, I grant permission for my son/daughter/ward to participate in the Sports Activity and other activities incidental thereto and I execute this Assumption of Risk and Waiver on behalf of myself and my son/daughter/ward.

Participant's Name: _____ **Date of Birth (D/M/Y):** ____ / ____ / ____

Participant's Signature: _____

Parent/Guardian Name(s): _____ / _____

Parent/Guardian Signature(s): _____ / _____

Date (D/M/Y): ____ / ____ / __2020__