

# NORTH SHORE WINTER CLUB RELEASE AGREEMENT

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

INITIAL

<b>NAME</b>	Last	First	Date of Birth (dd/mmm/yyyy)
<b>ADDRESS</b>	Street		Apt #
	City	Prov/State	Postal Code
			Tel #:

**TO:** North Shore Winter Club and its directors, officers, coaches, managers, employees, agents, representatives, referees, officials, successors, assigns, and volunteers (hereinafter collectively referred to as the "Releasees").

In this Release, the term "the club", shall refer to all activities, events and services provided, arranged, organized or conducted by the Releasees relating to activities at the club including, but not limited to: orientation and instruction sessions; transportation or travel to and from the club; all activities while at the club; use of the clubs' facilities; training sessions, practices, games, competitions and tournaments, and other activities, events and services in any way connected with or related to the club.

### ASSUMPTION OF RISKS

I am aware that participating in activities at the club involves many inherent risks, dangers and hazards including but not limited to: slips, trips and falls; loss of balance; difficulty or inability to control one's speed and direction; collisions into the boards, nets and other players or officials; being struck by playing and training equipment; variations or defects in the playing surface; bruises, sprains, cuts, scrapes, fractures, dislocations; spinal cord and head injuries; failure to act safely or within one's own ability; physical altercations with other persons, negligence of other persons and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACTIVITIES AT THE CLUB.**

### PROTECTIVE EQUIPMENT/RULES OF CONDUCT

Please see club rules for mandatory and recommended protective equipment and rules of conduct applying to activities at the North Shore Winter Club.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in activities and the club, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have 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 hockey DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, RSBC 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ACTIVITIES AT THE CLUB;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in activities at the club;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release shall be brought within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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 hockey, other than what is set forth in this Release.

Date
Signature of Witness
Print Name of Witness

Signature of Participant
Signature of Parent of Guardian if Participants is under age 19
Emergency Contact Number