

## **THE CENTER VOLLEYBALL SUMMER CAMPS WAIVER FORM - 2022**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS**

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

In consideration for ABCDEM Sports Ltd., an Alberta Corporation (the "Company") permitting the individual named below to participate in volleyball instruction, training activities and competition and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

#### **COVID 19**

COVID-19 has been declared a world wide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person to person contact. The EVP Center has put in place the following preventative measures that follow Alberta Health Guidelines to reduce the risk and spread of infection:

- Regular and frequent cleaning of all equipment and commonly touched surfaces
- Abiding by Alberta Health Services Cohort Guidelines
- Provided signage that includes information on preventing the spread of COVID-19

EVPC cannot guarantee that you and your child will not become infected with Covid-19. Attending our programs could increase your risk and your child's risk of contracting Covid-19.

By signing this agreement below, I acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that my child and/or I may be exposed to or infected by Covid-19 by attending The Center and that such exposure of infection may result in personal injury, illness, permanent disability or death.

#### **ASSUMPTION OF RISKS**

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO RISK OR SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may have in the future against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, contractors, shareholders, successors, and assigns (collectively, the "Releases"), on account of any injury, death, or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releases from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, penalties, fines, costs, or expenses of

whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from my participation in the activities.

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision in any other jurisdiction. This agreement is binding on and shall ensure to the benefit of me and my heirs, and next-of-kin, and the Company, and its successors and assigns. This Agreement is to be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada where applicable. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Alberta, and I hereby consent to exclusive jurisdiction of such courts.

I agree to permit EVPC to take photographs of my child which may be used on The Center's website or for promotional purposes.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.

Participant Name: \_\_\_\_\_

Participant Date of Birth: \_\_\_\_\_(mm/dd/yyyy)

Guardian Signature (if participant is a minor): \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Name (printed): \_\_\_\_\_