



## Liability Waiver

### RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

(To be executed by Participants over the Age of Majority)

**WARNING! By signing this document, you will waive certain legal rights. Please read carefully and obtain independent legal advice if you feel it necessary.**

1. **This is a binding legal agreement.** Clarify any questions or concerns before signing. In consideration of the opportunity to participate in the spectating, orientation, instruction, training, participation in the sport of pickleball, related sports disciplines, activities, and programs, including the services offered (the "Activities") by the Edmonton Pickleball Club ("EPC"). Its respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, governing body, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") **the undersigned (the "Participant") acknowledge and agree to the following terms:**

#### Description of and Assumption of Risks

2. The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, sickness, disease, contagion including but not limited to COVID-19, permanent disability, paralysis and loss of life.

3. The participant understands and acknowledges that there are risks, dangers and hazards inherent in the Activities and related disciplines (the "Risks") which include without limitation:

a) Strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or the Participant's general health and well being;

b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma;

c) Loss or damage to equipment/property;

d) Exposure to extreme conditions and circumstances;

e) Contact with or proximity to other participants, officials, administrators, spectators, natural or manmade objects, dangers arising from adverse weather conditions, imperfect court of play conditions, equipment failure or malfunction, inadequate safety measures and the involvement of participants of varying skill levels;

f) Contact with or exposure to other participants, officials, administrators, spectators, or other attendees at the facilities at which the Activities take place who may have been or may be infected with COVID-19 resulting in the Participant contracting or spreading COVID-19.

g) Contact with or exposure to surfaces or equipment at the facilities at which the Activities take place resulting in the Participant contracting or spreading COVID-19.

4. The Participant understands that the Risks may be caused in whole or in part by the Participant's own actions or inactions, the actions or inactions of others participating in or present during the Activities, or the negligent acts or omissions of the Organization.

5. The Participant also understands that the Organization cannot prevent the Participant from becoming exposed to, contracting, or spreading COVID-19 while engaged in the Activities and that by engaging in the Activities the Participant may be exposing themselves to or increasing their risk of contracting or spreading COVID-19. The Participant expressly and voluntarily chooses to accept the risk of contracting COVID-19 and the responsibility for any damages, liabilities, losses including loss of income, expenses, or any other related losses arising therefrom.

6. The Participant expressly and voluntarily assumes the Risks and the responsibility for any damages, liabilities, losses including loss of income, expenses, or any other related losses arising from the Risks as a result of the Participant's participation in the Activities.

#### **Terms and Attestation**

7. The Participant attests, acknowledges and agrees:

- a) That the Participant is in good physical and mental condition to participate in the Activities.
- b) The Participant will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.
- c) The Participant will comply with all rules and regulations of the Organization, and all laws, rules, regulations, policies, and guidelines issued by the Dominion of Canada, Alberta and relevant Public Health Authorities concerning matters of health and safety and specifically as they relate to COVID- 19.
- d) If the Participant observes a significant hazard or risk, the Participant will remove themselves from participation in the Activities and report the hazard or risk to the attention of an Organization representative immediately.
- e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant other than that which may be provided through their membership in Pickleball Canada Organization.
- f) When the Participant practices or trains on the premises owned by the Organization, the Participant is responsible for the surroundings and the location and equipment that the Participant selects.
- g) That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an activity, they acknowledge and accept the suitability and conditions of the Activity; and
- h) That the participant is responsible for the choice of the Participant's personal safety equipment (including masks), if required or recommended, and the secure fitting of the safety equipment.

#### **Release of Liability**

8. The Participant waives any and all claims that they may have now or in the future against the Organization and covenants not to sue the Organization.

9. The Participant forever releases the Organization from any and all liability to and from any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which they have or may have in the future, that might arise out of, result from, or relate to participation in the Activities, caused by any manner whatsoever, including but not limited to negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization, any failure on the part of the Organization to safeguard or protect me from any or all of the Risks including the risk of contracting or spreading COVID-19.

10. The Participant agrees that if, despite the Participant's assumption of risk and release and waiver of liability, the Participant or anyone on the Participant's behalf, makes a claim against the Organization or any third party that claims indemnification from the Organization, the Participant WILL INDEMNIFY, SAVE AND HOLD HARMLESS the Organization from any and all claims, liabilities, damages, losses, costs, including litigation costs on a solicitor client basis and expenses as a result of such claim, to the fullest extent permitted by law.

11. The Participant agrees that this agreement is governed by the laws of the Province of Alberta, Canada without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The Participant irrevocably submits to the jurisdiction of the courts in the Province of Alberta in relation to any matter related to this agreement.
12. The Participant further agrees that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
13. **I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon me, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I understand that I have waived my right to maintain a lawsuit against the Organization and released the Organization from any claims that I may have against the Organization for any injuries, loss or damage arising out of my participation in the Activities.**