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| **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Release & Indemnity”)**  |

I, the undersigned participant and/or the participant’s legal guardian (the “**Participant**”), understand that I am attending a track and field athletic competition facilitated by the Canadian Track and Field League. (“**CTFL**”) located in Ottawa, Ontario (the “**CTFL Finals/Trials**”) and will have accommodation provided by Carlton University as facilitated by CTFL (the “**Accommodation**”). **I am aware that my attendance at the CTFL Finals & Trials and Accommodation may expose me to various risks, dangers and hazards,** which include and are not limited to: risks that may arise from my participation in the sport of track and field as well as those that may arise during my stay in Ottawa and the Accommodation.

I agree that this Release & Indemnity is made for the benefit of CTFL and each of its affiliates, agents, staff, employees, independent contractors, representatives, insurers, attorneys, successors and assigns (collectively, with CTFL Inc., the “**Releases**”).

**I agree that:**

1. I will at all times during my attendance at the CTFL Finals/Trials and Accommodation will strictly follow the guidelines, rules and policies set by Carlton University and CTFL in respect of the Accommodations (the “**Accommodation Rules**”), including, but not limited to, not bringing alcohol or drugs to the Accommodations, not being under the influence of or consuming alcohol or drugs at any time. I acknowledge that I have been provided with a copy of Accommodation Rules, and I have read and understand the Accommodation Rules.
2. I acknowledge that my voluntary use participation in the CTFL Finals/Trials may involve physical activity and inherent risks of injury or even death, and that participation in any physical activity may exacerbate or trigger injuries based upon my physical condition, the level of exertion I choose to use, and other factors. Among the hazards and risks are those relating to cuts, bruises, fractures and other injuries or death relating to the participation of the sport of track and field, **including the failure by the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards AT THE CTFL FINALS/TRIALS.** I am also fully aware that there may be risks and hazards unknown or unanticipated by me connected with the Accommodation, and I hereby elect to voluntarily use the Accommodation knowing that conditions may be hazardous, or may become hazardous or dangerous. **I will conduct myself in a safe and respectful manner at all times and abide by all policies and rules relating to the Accommodation.** **I acknowledge and understand that the risks of staying at the Accommodation include but are not limited to the loss or theft of property, potential for serious physical and psychological injury and harm, property damage, illness, loss, and related consequences.**
3. **I am aware of and freely accept and assume responsibility for the Accommodation risks.** I acknowledge that by attending the Accommodation and using its facilities, I am knowingly and freely accepting the Accommodation risks and the possibility of serious physical and psychological injury and harm, disfigurement, death, property damage, illness, infection, loss and other harms, and the consequences, whether caused or contributed to by the negligence or breach of the Releasees or otherwise. **To the maximum extent permitted by law, I accept AND FULLY ASSUME THE ACCOMMODATION RISKS and I agree to the terms of this Release & Indemnity, even if any Releasee(s) is found to be negligent or in breach of any duty of care or any obligation to me.** I freely waive any right to make claims or assert damages against the Releasees as a result of any known or unknown claims. I acknowledge that my assumption of such risks and my knowing and voluntary waiver of such claims is a condition of my attendance at the Accommodation.
4. **I confirm that the Participant is not less than eighteen years** **old**, or if less than eighteen years old, the Participant’s legal guardian is accompanying them or has consented to another adult, aged eighteen years or older, to accompany the participant at the CTFL Finals/Trials and stay at the Accommodation without the presence of the Participant’s legal guardian.
5. **I agree that I am responsible for determining if I can safely attend the CTFL Finals/Trials, including but not limited to ensuring that I am capable of following the Accommodation Rules at all times during my attendance at the CTFL Finals/Trials**
6. **I WILL hold harmless, WAIVE, FOREVER discharge AND FULLY release ALL THE RELEASEES from** any and all actions, causes of actions, proceedings, damages, demands, penalties, legal fees, fines, costs (including without limitation legal fees and costs on a full indemnity basis), expenses, injury (including death), liabilities, and claims of any nature or kind whatsoever (“**Claims**”) which I or any of my heirs, executors, next-of-kin, trustees, administrators, representatives, and assigns, have or in the future may have that arise from or are related to any loss, damage, expense, harm or injury including death, whether to me or any other person, directly or indirectly relating to the CTFL Finals/Trials and Accommodation risks, **HOWEVER ARISING AND due to any cause whatsoever, INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE OF ANY OF THE RELEASEES, OCCUPIERS’ LIABILITY, BREACH OF ANY STATUTORY OR OTHER DUTY, BREACH OF CONTRACT, FAILURE TO TAKE REASONABLE STEPS TO PROTECT OR SAFEGUARD AGAINST THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE, OR MISTAKE OR ERROR OF JUDGMENT OF THE RELEASEES, OR OTHERWISE.** I understand that this includes but is not limited to my agreement that I will not bring or maintain any Claims directly or indirectly relating to the CTFL Finals/Trials and Accommodation risks against any Releasees or against any person who may claim against any of the Releasees. I understand that I will have no rights or claims against any of the Releasees or any person who might claim against any of the Releasees, including without limitation if I am injured or harmed, if I injure or harm others, or if I cause harm to the Property or another’s property and that I will be fully responsible for any such injuries, harm or damage, however caused and even if caused in whole or part by the negligence or breach of one or more of the Releasees.
7. **I WILL INDEMNIFY, DEFEND, AND hold harmless the Releasees from all Claims THAT DIRECTLY OR INDIRECTLY RELATE TO THE CTFL FINALS/TRIALS AND ACCOMMODATION RISKS, HOWEVER ARISING AND DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE OF ANY OF THE RELEASEES, OCCUPIERS’ LIABILITY, BREACH OF ANY STATUTORY OR OTHER DUTY, BREACH OF CONTRACT, FAILURE TO TAKE REASONABLE STEPS TO PROTECT OR SAFEGUARD AGAINST THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE, OR MISTAKE OR ERROR OF JUDGMENT OF THE RELEASEES, OR OTHERWISE**. I also understand and agree that this includes but is not limited to my defending and indemnifying the Releasees if they are sued in relation to my attendance at the CTFL Finals/Trials and Accommodation, however the Claims arise, including if caused or contributed to by the negligence, breach, failure or fault of any Releasees.
8. I agree that this Release & Indemnity is governed by the laws of the Province of Ontario. I irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario. Any litigation in any way relating to my attendance at the CTFL Finals/Trials or to the matters addressed in this Release Agreement must be instituted in the Province of Ontario and nowhere else.
9. In the event that any provision of this Release and Indemnity (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the provision (or portion) will be enforced to the greatest extent possible that is consistent with the parties’ stated intention, or, if incapable of enforcement, will be deemed to be severed and deleted, while the remainder of this Release & Indemnity will continue in full force. This Release & Indemnity shall not be altered, waived, modified or abandoned except by amendment in writing expressly referring to this Release & Indemnity and signed by CTFL.

**I HAVE HAD SUFFICIENT TIME TO READ THIS RELEASE & INDEMNITY carefully and I UNDERSTAND ITS TERMS. I understand that BY SIGNING IT I AM VOLUNTARILY WAIVING AND GIVING UP LEGAL RIGHTS WHICH I OR my heirs, executors, next-of-kin, trustees, administrators, representatives, and assigns may have. I UNDERSTAND THAT THIS RELEASE & INDEMNITY IS BINDING ON MYSELF AND MY LEGAL REPRESENTATIVES.**

 **Date** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  **Legal Name of Participant (please print)** |  **Signature of Participant**  |
|  |  |
|  **Legal Name of Participant’s Legal Guardian (Please print)** |  **Signature of Participant’s Legal Guardian** |