



Eclipse Sports Inc. Release and Waiver Form TRAINING - INDIVIDUAL

In Consideration of being permitted to use the facilities at "The Hockey Loft" and the "Cambridge Ice Centre located at the "Cambridge Centre, 355 Hespeler Road, Cambridge, Ontario, N1R-6B3 or other arenas used for "The Hockey Loft / Eclipse Sports" sponsored on or off ice programs and/or leagues (hereinafter referred to as the "Hockey Facilities").

I, the undersigned, acknowledge and agree as follows:

1. I recognize, understand and accept the risks associated with using the Hockey Facilities and participating in their programs and that injuries can occur and that the risks include injury, serious injury, death and property damage; and,
2. I believe that I am physically, emotionally and mentally fit to participate in the activities and programs at the Hockey Facilities, and that my equipment is suitable for my use and I will be using equipment supplied by the Hockey Facility, I accept all risk in the use of such training equipment; and,
3. I accept that all applicable rules for participation in activities and programs in the Hockey Facilities must be followed and that at all times, the sole responsibility for personal safety remains with me; and,
4. I will immediately remove myself from participation if at any time I observe any unusual hazard or unsafe condition or if I have any deterioration in my physical, emotional or mental fitness for continued participation in activities at the Hockey Facilities.
5. On behalf of myself and my spouse, heirs, executors, legal representatives and assigns (my "Successors"), I hereby
 - a. fully release, discharge and agree to hold harmless and indemnify the Hockey Facilities, The Hockey Loft, Eclipse Sports Inc. and The Cambridge Ice Centre, and the past and present owners, officers, directors, trustees, agents, contractors, employees, affiliated entities, predecessors, successors and assigns of each of the foregoing, and their respective spouses, legal representatives, heirs, executors, administrators, successors and assigns (collectively, the "Releasees") from any and all manner of action, causes of action, suits, debts, accounts, covenants, contracts, claims and demands whatsoever which I or my Successors (and/or my minor child/ward and his/her heirs, executors, legal representatives and assigns) has had, now has or can, shall or may have against the Releasees, or any one or more of them, arising from any injury, death, damage or loss which I and/or my Successors (and/or my minor child/ward and his/her heirs, executors, legal representatives and assigns) may sustain, or for or by reason of any other cause, matter or thing whatsoever, in connection with, as a result of, arising out of, connected with, or in any way associated with my (or my minor child's/ward's) use of the Hockey Facilities, use of training equipment or training clinics, and/or while in or on the Hockey Facilities; and
 - b. agree not to make any claim or take any proceeding in connection with any of the claims released by virtue of the preceding paragraph against any other person or corporation who might claim contribution or indemnity from the Releasees, or any one or more of them, by virtue of the said claim or proceeding; and
 - c. assume full responsibility for the risk of bodily injury, death or property damage due to the negligence or gross negligence of the Releasees, or any one or more of them, or otherwise while I am (or my minor child/ward is) in, on or using the Hockey Facilities; and
 - d. agree to allow my (or my child's/ward's) photo, video or film likeness (collectively, the "Photos") to be used for any legitimate purpose in promoting the Hockey Facilities, and I hereby waive any copyright which I or my Successors may have in the Photos; and
 - e. agree that this Release and Indemnity be construed as broadly and inclusively as permitted by the laws of the Province of Ontario, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; and
6. I, the undersigned, warrant that I am 18 years of age or older and am legally competent to execute this Release and Indemnity. If I am signing this Release and Indemnity as a parent or guardian of an individual who is under 18 years of age, then by signing this Release and Indemnity as a parent/guardian of such minor child/ward, I hereby give my minor child/ward permission to use the Hockey Facilities, and I further agree for myself and my Successors, and on behalf of the said minor child or ward, to all of the terms and conditions of this Release and Indemnity, including without limitation the releases, discharges and agreements to hold harmless and indemnify the Releasees contained herein, and the applicability of the wording included in brackets herein this Release and Indemnity; and
7. This Release and Indemnity contains my entire agreement with the Releasees, or any one or more of them, as to the subject matter herein contained, and I agree that the terms of this Release and Indemnity are contractual and are not mere recitals; and
8. I have carefully read the foregoing, and I fully understand the contents thereof and am signing this Release and Indemnity voluntarily, and I acknowledge and agree that by so doing I am giving up certain rights which the I and/or my Successors may have against the Releasees.

DATE: _____

Signature (must be at least 18 years of age)

Address

Name of Participant

City

Province

Postal Code

Name of Signatory Parent / Guardian of Participant (If Participant is under 18 years of age)

Phone Number

MINORS: Any individual under the age of 18 must obtain the SIGNATURE OF A PARENT OR GUARDIAN.