



# Eclipse Sports Inc. Release and Waiver Form

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 WARRANT THAT:

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.

I Agree on behalf of myself, my spouse, my legal representatives, heirs, executors, administrators, and assigns (hereinafter referred to as the "Releasor") as follows:

1. The Releasor hereby releases, discharges and agrees to hold harmless and indemnify the Hockey Facilities, Eclipse Sports Inc., The Cambridge Ice Centre, their owners, officers, directors, trustees, agents, contractors, and employees (hereinafter referred to individually or collectively as the "Releasees") from all liability to the Releasor for any and all personal injury, death and property damage that in any way arises out of the use of the Hockey Facilities, the use of training equipment, or training clinics, while on or off the property of the Hockey Facilities.
2. The Releasor hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence or gross negligence of the Releasees or otherwise while in, using, or upon the Hockey Facilities.
3. The Releasor acknowledges that this Release and Waiver of all Claims applies to all affiliated entities of the Releasees and their respective predecessors, successors and assigns, and all of their past, present, and future officers; directors, agents, contractors and employees, and their respective spouses, legal representatives, heirs, executors, administrators and assigns.
4. I agree to allow my 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 may have in the Photos.
5. The Releasor further warrants that he or she is of legal age and is legally competent to execute this Release.
6. The Release and Waiver of all Claims contains the entire agreement between the parties hereto and the terms of this Release and Waiver of all Claims are contractual and not mere recitals.
7. The Releasor expressly agrees that this Release and Waiver of all Claims 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.
8. The Releasor further states the he or she has carefully read the foregoing, that he or she fully understands the contents thereof and that he or she signs this Release and Waiver of all Claims voluntarily.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Releasor:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Province Postal Code

\_\_\_\_\_  
Phone Number

**If the Releasor is under 18 years of age, the Releasor's parent/guardian must sign.**

9. As a parent/guardian of the above-named minor, I hereby agree to hold harmless and indemnify the Releasees for any claim brought by or on behalf of said minor, including all costs associated with the Releasees' defense of such claim. I further agree for myself and on behalf of the said minor to all of the terms and conditions of this Release and Waiver of all Claims.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Address Phone Number