

TOP DRAFT HOCKEY

2021 Camps Waiver and Release of Liability

BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS.

This is a binding legal agreement between Top Draft Hockey (“Top Draft”) and the participant player, parent and/or legal guardian of any participant player under the age of 18, hereinafter referred to jointly as the “Player”.

The undersigned Player acknowledges and agrees as follows:

Disclaimer

The Player releases “Top Draft” and their respective affiliate members, shareholders, directors, officers, employees, representatives, coaches, volunteers, officials, trainers, agents and sponsors, (collectively the Releasees) from and against any and all claims for injury and/or loss sustained by the “Player” directly or indirectly in connection with or sustained during any program, tournament, game, practice or activity (on or off the ice), caused in any manner whatsoever including but not limited to, the negligence of Top Draft and its participants.

Risks

In consideration of my participation in such programs, activities and events, I, the undersigned Player hereby acknowledge and understand there are risks of serious injury and death in connection with or related to my participation in the Development Camp Program, games and/or practice, both on or off the ice. The risks and hazards of ice hockey include, but are not limited to injuries from:

- Exertion, stretch and damage to bone, tissue and/or muscles;
- Strenuous cardiovascular exertion;
- Collisions with and/or against surfaces of the arena and other players or officials on the ice; and,
- Contact with pucks and hockey sticks.

I am aware that injuries sustained in ice hockey can be severe and that I assume all health, physical and legal risk associated with such participation.

RELEASE OF LIABILITY

In consideration of and for “Top Draft” allowing the undersigned Player to participate as noted above, the Player hereby agrees:

- To assume all risks arising out of or associated with or related to Player’s participation;

- To be solely responsible for any injury, loss and/or damage that may be sustained while participating;
- To release “Top Draft” from liability for any and all claims, demands, actions and/or costs including but not limited to breach of “Top Draft’s” statutory duty of care or breach of Occupier’s Liability Act, that may arise out of the Player’s participation despite that any and all such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused directly or indirectly by the negligence of “Top Draft”.

The Player hereby waives its right to sue and hereby agrees to release and indemnify “Top Draft” from and for any and all claims, demands, actions or costs.

Acknowledgement

The Player expressly acknowledges that he/she has read this Waiver and Release Agreement and understands the rights, obligations, terms and conditions set forth herein. By signing this document you consent to be bound by its express terms and conditions and grant “Top Draft” the rights set forth herein. You acknowledge that you are 18 years of age or older and have executed this agreement in order to participate in or are the parent or legal guardian of the player participating in the activities and events of “Top Draft”.

The Player acknowledges and agrees that “Top Draft” (or third party employed by “Top Draft”) may take photographs and/or videos of the Player while participating in any “Top Draft” event and may use such Player’s likeness and image, without compensation, for promoting and/or marketing purposes by “Top Draft”.

The Player agrees to waive all rights (including intellectual property, copy right and privacy) in connection therewith.

The Player acknowledges that it has executed this Waiver and Release Agreement voluntarily and that this agreement is binding upon itself, its heirs, executors, administrators and representatives.

COVID: Assumption of Risk and Waiver of Liability Relating to Coronavirus/Covid-19

This waiver & declaration must be completed prior to or upon visiting (Top Draft Hockey) and before participating in any activity.

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread mainly by contact from person to person. Consequently, local, provincial and federal governmental authorities recommend various measures and prohibit a variety of behaviors, in order to reduce the spread of the virus. (Top Draft Hockey) and its members commit themselves to comply with the requirements and recommendations of Ontario Provincial and local Public health and other governmental authorities, and to put in place and adopt all necessary measures to that effect. However, (Top Draft Hockey) cannot guarantee that you (or your child, if participant is a minor/ or the person you are the tutor or legal guardian of) will not become

infected with COVID-19. Further, attending the Activities could increase your (or your child, if participant is a minor/ or the person you are the tutor or legal guardian of) risk of contracting COVID-19, despite all preventative measures put in place.

By signing this document,

1) I acknowledge the highly contagious nature of COVID-19 and I voluntarily assume the risk that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) could be exposed or infected by COVID-19 by participating in (Top Draft Hockey)'s activities. Being exposed or infected by COVID-19 may particularly lead to injuries, diseases or other illnesses.

2) I declare that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) am participating voluntarily in (Top Draft Hockey)'s activities.

3) I declare that neither I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) nor anyone in my household, have experienced cold or flu-like symptoms in the last 14 days (including fever, cough, sore throat, respiratory illness, difficulty breathing).

4) If I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) experience, or if anyone in my household experiences any cold or flu-like symptoms after submitting this declaration, I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) will not attend any of (Top Draft Hockey)'s activities, programs or services until at least 14 days have passed since those symptoms were last experienced.

5) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of), nor has any member of my household travelled to or had a lay-over in any country outside Canada, or in any Province outside of Ontario, in the past 14 days. If I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) travel, or if anyone in my household travels, outside the Province of Ontario after submitting this declaration, I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) will not attend any of (Top Draft Hockey)'s activities, programs or services until at least 14 days have passed since the date of return.

6) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) agree to the requirements and recommendations of National, Provincial and local Public health and other governmental authorities and to those special safety regulations put in place by (Top Draft Hockey) as it pertains the Covid-19 Coronavirus and to adopt all necessary measures to those effects.

7) I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of) agree that, by filling out and signing this waiver and agreeing to the terms and conditions set out in it, I am giving up my legal rights to sue (Top Draft Hockey) and its officers and directors, in the event that I (or my child, if participant is a minor/ or the person I am the tutor or legal guardian of), contracts the Covid-19 Coronavirus.

This document will remain in effect until (Top Draft Hockey), as per the direction of the national, provincial and local government and health officials, determines that the acknowledgments in this declaration are no longer required.

Date: _____

Player's Name (please print)

Player's Signature

Parent/Guardian (if Player under 18) (please print)

Parent/Guardian Signature