

ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM

WHEREAS the undersigned desires to attend at and participate as a volunteer for the following:

Name of Event: Team Up 50/50 Draw

To be Held at: ACC

Date of Event: _____

(the "Event")

In consideration of the opportunity to participate in and attend the Event, I, _____ (*please print*), for myself and my heirs, personal representatives, estate, insurers and assigns, HEREBY:

1. represent and warrant that I am in good health and physical condition, and am 19 years of age or older, and acknowledge and understand that participation in and attendance at the Event involves certain risks and dangers of accidents, serious personal and bodily injury, including death, and property loss or damage either specifically as a result of participation in the Event or generally in connection with my attendance thereat and transportation therefrom. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks;
2. fully and forever release and discharge Maple Leaf Sports & Entertainment Ltd., and each of its parent companies, affiliates, divisions, subsidiaries, directors, officers, employees, agents, insurers, assigns and successors, together with all Event directors, volunteers, staff, coaches, and training and medical personnel (collectively, the "Released Parties") from any and all losses, damages, injuries, howsoever occurring, whether by negligence or otherwise, (including death) claims, demands, lawsuits, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my participation in and attendance at the Event, including, without limitation, transportation related to the Event;
3. agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, or injury sustained by me or others, howsoever occurring, whether by negligence or otherwise, in connection with my participation in and attendance at the Event, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any loss, damage, or injury that I may experience related to the Event including, without limitation, transportation related to the Event;
4. waive my insurers' right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. This means my insurers have no right of subrogation;
5. agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise

INITIALS: _____

(including death), claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me or others in connection with my participation in the Event, including, without limitation, transportation related to the Event. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I suffer;

6. understand that the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in and attendance at the Event. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Event;
7. acknowledge that if any portion of this Acknowledgement, Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Acknowledgement, Release and Waiver supersedes any oral or written statements made by or to me in connection with the Event. I understand that I cannot terminate, cancel or revoke this Acknowledgement, Release and Waiver for any reason;
8. further agree that this document is governed by the laws of the Province of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. I ACKNOWLEDGE THAT IN SIGNING THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Printed Name: _____

Signature: _____

Address: _____

Date: _____
