

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

To: Next Level Training CAMP PARTICIPANTS and the directors, employees, participants, coaches, volunteers, independent contractors, subcontractors, representatives, successors, Strathcona Gardens directive and all owners, operators or occupiers, of the facilities in which the Next Level Training Camp activities, as defined below, take place (all of whom hereinafter collectively referred to as the Releasees)

DEFINITIONS - In this release agreement, the term Next Level Training shall include all orientation, training, instruction, supervision, services and use of the facilities and the equipment which are organized, provided, controlled or conducted by the Releasees

ASSUMPTION OF RISKS – Next Level Training Camp activities involves various risks, dangers and hazards, which can result in serious injuries or death. Please take the time to learn about the risks, dangers and hazards of participating in Next Level Training Camp activities by reviewing the training schedule on our website. Exposure to infectious disease including COVID-19 is one of the risks of participating in Next Level Training Camp activities. Specific information regarding the response of Next Level Training Camp and the COVID-19 pandemic can be found in our COVID-19 Safety Plan. If you are a parent or guardian of a participant under the age of 19, please educate your child on these risks, dangers and hazards before completing this form. All participants in Next Level Training Camp activities are required to assume all such risks, dangers and hazards and all injuries resulting therefrom.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH NEXT LEVEL TRAINING CAMP ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (applies to person 19 years of age and older) in consideration of THE RELEASEES allowing me to participate in Next Level Training Camp activities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Next Level Training Camp activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN NEXT LEVEL TRAINING CAMP ACTIVITIES

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Next Level Training Camp activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of death and incapacity

4. This Release Agreement any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Next Level Training Camp activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participants name _____

Parent/Guardians name _____

Parent/Guardian signature if participant _____

Date _____