

# JOSH Gorges and Friends Street Hockey Tournament

## AGREEMENT, RELEASE AND WAIVER OF LIABILITY

By signing this document, you will waive certain legal rights, including the right to sue, in consideration of being permitted to participate in, or assist others to participate in, events or related activities at Immaculata Regional High School (a facility owned and operated by the Diocese of Nelson).

1. On behalf of myself, a minor child or ward, heir, next of kin, personal representative, successor or assign, I CERTIFY AND/OR ACKNOWLEDGE THAT:
  - 1.1. To the best of my knowledge, I am in Good Physical Condition and have no disease or injury that would be aggravated by participating in activities related to Immaculata Regional High School;
  - 1.2. Participating or assisting others in participating in events at Immaculata High School involves RISK OF INJURY TO THE PARTICIPANT, INCLUDING DEATH, LOSS OR DAMAGE TO ME OR MY PROPERTY or other consequences, which might result not only from the PARTICIPANT'S actions, inactions or negligence but also the actions, inactions or negligence of others, the rules of play, or the conditions of the premises or of any equipment used; and that
  - 1.3. There may be OTHER RISKS not known or not reasonably foreseeable.
2. Understanding all of the above, I HEREBY ASSUME ALL OF THE ABOVE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE:
  - 2.1. Immaculata Regional High School, The Roman Catholic Diocese of Nelson or any of its owners, agencies, its Board of Directors, its employees, agents, volunteers, coaches, trainers, or officials affiliated with their programs;
  - 2.2. Any affiliated subsidiary, successor, organization, or related companies or businesses, other participants, participating or sponsoring municipalities, governmental agencies, international organizations, agencies, sponsors, or advertisers, the respective administrators, officers, directors, agents, representatives, employees, or volunteers of such entities or organizations;
  - 2.3. Owners, lessors and lessees of premises used to conduct the activities.FROM ANY AND ALL LIABILITY FOR INJURY, INCLUDING DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ANY OTHER CONSEQUENCE in connection with entry in or arising out of participation in, performance or lack of performance in, including travel en route to and from Immaculata Regional High School.
3. AND I AGREE THAT:
  - 3.1. Prior to participating as an athlete I, or in the case of a minor a parent or guardian, will INSPECT the facilities and equipment to be used and if I believe same to be unsafe I will immediately REPORT such condition(s) to the athletic coach, supervisor or official connected with the Josh Georges Street Hockey Tournament and either DECLINE TO PARTICIPATE or ASSUME THE RISK of participating;
  - 3.2. I will ALLOW my PHOTOGRAPH, PICTURE or LIKENESS and/or VOICE to APPEAR in any official documentary, promotional (including and all advertisements), television, radio or film coverage of the event(s), WITHOUT COMPENSATION.
  - 3.3. I CONSENT TO ALL EMERGENCY MEDICAL TREATMENT as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with the events at Immaculata High School.

**I HAVE READ THIS FORM IN ITS ENTIRETY AND HAVE PROVIDED TRUTHFUL INFORMATION.**

\_\_\_\_\_  
Name of Athlete (print)

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Signature of Athlete (or Parent if Athlete under 18)