



**LEAMINGTON BALL HOCKEY LEAGUE  
AGREEMENT, WAIVER, RELEASE AND INDEMNIFICATION OF LIABILITY FORM**

I, the undersigned, acknowledge and agree that attending or participating in sports may be hazardous and may result in injury. I further agree that I assume all risks of injury for myself and anyone who comes with me to the premises incurred or suffered while upon the premises or as a result of using the facilities or equipment therein. I further expressly agree to release the Leamington Ball Hockey League, (LBHL), the Leamington District Secondary School (LDSS) the Greater Essex County District School Board (GECDSB, its owners, players, employees, agents, successors, assigns, affiliates) and anyone else associated with the LBHL, LDSS and GECDSB from any and all claims, demands or damages whatsoever, whether developed or undeveloped, known or unknown, anticipated or unanticipated, have, now or in the future, including, but not limited to any and all claims, demands or damages for negligence, personal injury and/or loss, theft or destruction of personal property. It is my intention that this release is as broad as municipal, provincial, and federal law allows releases of this sort to be. I understand that, without this document, the cost of participation would necessarily be greater, and I also acknowledge that I may obtain insurance to protect myself if I so choose. I further agree to save, hold harmless, and indemnify the LBHL, LDSS the GECDSB, its owners, players, employees, agents, successors, assigns, affiliates, and anyone else associated with the LBHL, LDSS and GECDSB, from any and all claims, demands or damages, including cost, interest and attorneys' fees which they may suffer or incur as a result of any claims by me, anyone who comes with me to the premises, or related entities, and/or as a result of any claims, demands or lawsuits arising out of my actions or those of anyone who comes with me to the premises.

By signing this document, you will waive certain legal rights, including the right to sue. In consideration of being permitted to participate in or assisting others in participation events, and related events and activities at LDSS (a facility owned and operated by GECDSB.), on behalf of myself, or a minor child or ward, heir, next of kin, personal representative, successor or assign;

- 1) (a) 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 LBHL, LDSS and GECDSB;  
(b) Participating or assisting others in participating in events at LDSS involve 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, in actions or negligence but also the actions, in actions or negligence of others, the rules of play, or the conditions of the premises or of any equipment used;  
(c) There may be OTHER RISKS not known or not reasonably foreseeable; and Understanding All of the Above,
- 2) I ASSUME ALL OF THE ABOVE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE:  
(a) LDSS, GECDSB., or any of its owners, its agencies, its Board of Directors, its employees, agents, volunteers, coaches, trainers, or officials affiliated with their programs;  
(b) LBHL, or any of its players, coaches, officials, volunteer or agents affiliated with the LBHL  
(c) 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;  
(d) Owners, leasers and leasees 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 LDSS.
- 3) I ASSUME:  
(a) All the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death.
- 4) I AGREE THAT:  
(a) 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

