



WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT

Josh Parkinson / Parky's Picks (the "Organizer")

In support of: *The Dante Caranci Foundation*
(the "Foundation")

WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY

Completed waivers must be submitted prior to participating in the Organizer's event (the "Event"). This Waiver does not affect any accident insurance that may be provided by the Organizer, if applicable, and does not represent or guarantee the scope or adequacy of any such insurance.

By signing below, the undersigned participant (the "Participant") and/or the Participant's parent or legal guardian (the "Guardian") acknowledges and agrees as follows:

1. ASSUMPTION OF RISK

The Participant and/or the Guardian understands, acknowledges, and voluntarily assumes all inherent and non-inherent risks associated with participation in the Event, including, but not limited to:

- bodily injury, illness, or death;
 - contact or collision with other participants, officials, spectators, or equipment; cuts, bruises, fractures, concussions, spinal injury, paralysis, or permanent disability;
 - imperfect ice, boards, playing surfaces, dressing rooms, or venue conditions;
 - equipment failure or misuse;
 - participants of varying skill levels;
 - inadequate or delayed medical assistance;
- weather or environmental conditions;
- exposure to communicable diseases, including COVID-19;
- circumstances known or unknown, foreseen or unforeseen, and beyond the control of the Organizer.

The Participant and/or Guardian expressly acknowledges that participation in hockey and related activities involves **significant risk of serious injury or death**, even when rules, supervision, and safety measures are followed.

2. RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to participate in the Event, the Participant and/or Guardian hereby **releases, waives, discharges, and forever holds harmless:**

- the Dante Caranci Foundation;

- any host facility, venue owner, or operator;
- event sponsors, partners, or donors;
- and each of their respective directors, officers, employees, agents, contractors, volunteers, and representatives

(collectively, the "Released Parties")

from **any and all claims, demands, actions, causes of action, damages, losses, costs, or expenses** of any kind, whether known or unknown, arising out of or related to the Participant's participation in or attendance at the Event, **including those arising from the negligence or omission of the Released Parties**, to the fullest extent permitted by Ontario law.

3. WAIVER OF RIGHT TO SUE

The Participant and/or Guardian expressly waives **any and all rights to commence or maintain legal proceedings** against the Released Parties in respect of any injury, illness, loss, or damage arising from participation in the Event.

YOU ARE GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

4. INDEMNIFICATION

The Participant and/or Guardian agrees to **indemnify and hold harmless** the Released Parties from and against any and all claims, demands, damages, losses, liabilities, costs, or expenses, including legal fees on a solicitor-client basis, arising from:

- the Participant's participation in the Event;
- any breach of this Waiver; or
- any claim brought by or on behalf of the Participant or any third party arising from the Participant's conduct.

5. MINORS AND GUARDIAN AUTHORITY

Where the Participant is under the age of eighteen (18), the Guardian represents and warrants that:

- they are the lawful parent or legal guardian of the Participant;
- they have full authority to execute this Waiver **on behalf of the Participant and in their own personal capacity**;
- they understand that Ontario law may limit the enforceability of waivers against minors, and notwithstanding that limitation, they personally agree to all releases, waivers, and indemnities contained herein.

6. INSURANCE ACKNOWLEDGMENT

The Participant and/or Guardian acknowledges that:

- any accident or medical insurance provided by the Organizer, if any, may be limited in scope;
- no representation or warranty has been made regarding the adequacy of such coverage;
- the Participant remains solely responsible for obtaining and maintaining personal insurance coverage.

7. CHARITABLE ACTIVITY ACKNOWLEDGMENT

The Participant and/or Guardian acknowledges that the Event may involve charitable fundraising in support of the Dante Caranci Foundation and agrees that the charitable nature of the Event **does not create any**

additional duty, warranty, or standard of care on the part of the Released Parties beyond those imposed by law.

8. SEVERABILITY

If any provision of this Waiver is found to be invalid or unenforceable, that provision shall be severed, and the remaining provisions shall continue in full force and effect.

9. GOVERNING LAW AND JURISDICTION

This Waiver shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any legal action or proceeding arising out of or relating to this Waiver or the Event shall be brought exclusively in the courts of the Province of Ontario.

10. VOLUNTARY EXECUTION AND FULL UNDERSTANDING

The Participant and/or Guardian confirms that they have read and fully understand this Waiver, that it has been freely and voluntarily executed without inducement, assurance, or warranty, and that they understand the legal consequences of signing it.

SIGNATURE

DATE

PRINT NAME