

# RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

**WARNING! By signing this document, you will waive certain legal rights. Please read carefully.**

## Agreement

1. This is a binding legal agreement (the "Agreement"). Clarify any questions or concerns before signing. As a participant in the sport of softball and other activities, programs and events (collectively the "Activities") organized or sponsored by Calgary Apollo Softball Association ("CASA"), and its members, directors, officers, affiliated organizations, teams, clubs and leagues (collective the "Organization"), the undersigned ("I" or "Participant") acknowledges and agrees to the following terms outlined in this agreement:

## Disclaimer

2. Without limiting the foregoing, the Organization is not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

\_\_\_\_\_ I have read and agree to be bound by paragraphs 1 and 2. [Initial]

## Description of Risks

3. I understand and acknowledge that:
  - a. the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
  - b. the Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
  - c. the Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
  - d. the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious and as a result;
    - ii. the Organization has put in place preventative measures to reduce the spread of COVID-19 available at:

<https://www.casaleague.ca/covid-19-guidelines/>

and I agree that I have reviewed them or will reviewed these guidelines prior to playing;

- iii. the Organization cannot guarantee that the Participant will not become infected with COVID-19; and
- iv. attending the Activities could increase my risk of contracting COVID-19.

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
- a. contracting COVID-19 or any other contagious disease;
  - b. the sport of softball;
  - c. executing strenuous and demanding physical techniques;
  - d. vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - e. exerting and stretching various muscle groups;
  - f. dry land training including weights, running, bands and circuit;
  - g. falls to the ground due to uneven or irregular terrain or surfaces;
  - h. failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - i. grass, turf and other surfaces including bacterial infections and rashes;
  - j. collisions with fences, poles, stands and softball equipment;
  - k. spinal cord injuries which may render me permanently paralyzed; and
  - l. serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
  - m. abrasions, sprains, strains, fractures, or dislocations;
  - n. privacy breaches, hacking, technology malfunction or damage;
  - o. concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
  - p. physical contact with other participants, spectators, equipment, and hazards;
  - q. not wearing appropriate safety or protective equipment, such a helmet;
  - r. failure to act safely or within my own ability or within designated areas;
  - s. negligence of other persons, including other spectators, participants, or employees;
  - t. weather conditions;
  - u. travel to and from competitive events and associated non-competitive events which are an integral part of the Activities; and
  - v. negligence on the part of the Organization, including failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

\_\_\_\_\_ I have read and agree to be bound by paragraphs 3 and 4, and specifically paragraph 3(d). [Initial]

#### **Further Representations in order to Participate**

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
- a. that my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition;
  - b. that when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
  - c. to comply with the rules and regulations for participation in the Activities;
  - d. to comply with the rules of the facility or equipment;
  - e. that if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of the Organization representative immediately;
  - f. the risks associated with the Activities are increased when I am impaired, and I agree not to participate if impaired in any way;
  - g. that it is my sole responsibility to assess whether any Activities are too difficult for me and by commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
  - h. that I am responsible for my choice of protective equipment and the secure fitting of that equipment; and
  - i. that COVID-19 is contagious in nature and I may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all the foregoing risks.

\_\_\_\_\_ I have read and agree to be bound by paragraphs 5 [Initial].

**Release of Liability and Disclaimer**

- 6. In consideration of the Organization allowing me to participate, I agree:
  - a. that I am solely responsibility for my safety;
  - b. to ASSUME all risks arising out of, associated with or related to my participation;
  - c. that I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities;
  - d. to WAIVE any and all claims that I may have now or in the future against the Organization;
  - e. to freely ACCEPT AND FULLY ASSUME all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization;
  - f. to FOREVER RELEASE AND INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization, and any other matter at law in equity, statute or common law;
  - g. to FOREVER RELEASE AND INDEMNIFY the Organization relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of myself and others, including but not limited to the Organization;
  - h. that the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
  - i. that negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
  - j. that this Agreement's release, waiver and indemnity terms are intended to be as broad and inclusive as is permitted by law of the Province of Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ I have read and agree to be bound by paragraph 6. [Initial]

**Jurisdiction of Alberta Courts and Laws and Acknowledgment**

7. I agree and understand that the laws of the Province of Alberta will apply and that the courts of Alberta will have sole jurisdiction for this Agreement without regard to conflict of law rules. I further agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

\_\_\_\_\_ I have read and agree to be bound by paragraphs 7 and 8. [Initial]

**ALL OF THE FOREGOING I AGREE TO:**

\_\_\_\_\_  
Name of Participant (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Witness Signature