

**PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT, YOU WILL BE GIVING UP CERTAIN RIGHTS INCLUDING THE RIGHT TO SUE.**

**Release and Acknowledgment**

**Re: Hockey Shmockey Soccer Shmoccer (the "Program")**

In consideration of being permitted to use the parking lot of the CALGARY BETH TZEDEC CONGREGATION SOCIETY ("BTZ"), the playground, baseball field, "Gaga" pit and field of the Calgary Jewish Academy ("CJA") and other such facilities, services and property of both BTZ and CJA (collectively the "Facilities"), I agree and acknowledge that:

1. I understand that:
  - a. My child and I will have the opportunity to participate in the Program and use the Facilities on Saturdays, August 26 and September 2 & 9.
  - b. The Program will promote the availability of the BTZ and CJA premises for "pickup games" of hockey and soccer respectively
  - c. All participants are required to be dressed appropriately and wear appropriate safety equipment related to their activity, **which must include when participating in**
    - i. **the "hockey" program - hockey helmet and mask, hockey gloves, goalie equipment (chest protector, pads, blocker, gloves, helmet, stick), mouth guard and proper running shoes.**
    - ii. **the soccer program – proper running shoes**
    - iii. **all other programs - proper running shoes**
  - d. These Facilities have potential hazards and are in varying conditions and not necessarily maintained, monitored and marked (which includes without limitation motor vehicles, gravel ground, loose pebbles, concrete parking stall blocks, random glass, metal, fencing, stored wood panels, uneven pavement, soccer posts, chain link fence and backstop, loose stones, plastic garbage, uneven pavement) that these hazards are present and are part of the risks that may result in injury or illness (including, but not limited to, bodily injury, loss of life, fractures, partial and/or total paralysis, or other ailments that could cause serious disability, death), and property damage.
  - e. Further these activities associated with the Program have inherent risks, dangers and hazards that exist as a result of the participation in the Program which may result in injury or illness including, but not limited to, bodily injury, loss of life, fractures, partial and/or total paralysis, or other ailments that could cause serious disability, death), and property damage.
  - f. The weather can change quickly, and all participants must dress appropriately and be prepared for such changes.
  - g. I am responsible for maintaining proper decorum, following rules and procedures and peace between all participants in the Program and that any conflict between myself and/or my child and another participant (adult or minor) will result in the immediate expulsion from further participation in the Program.
  - h. I am responsible for the supervision of my child in the appropriate use of the aforesaid Facilities by my child.
  - i. I (or my child) shall not engage in any Program or activities involving the use of the Facilities for which I am not (or my child is not) in proper physical, mental and emotional condition.

- j. A first aid kit will be on hand at the Program, and that the responsibility of administering any first aid to myself or my child will be my own responsibility, and I understand that seeking any additional medical attention is my responsibility.
2. I fully assume all risks of personal injury, illness, death, and property damage resulting from any cause whatsoever relating to my (or my child's) participation in the Program and or use of the Facilities including, but not limited to:
    - a. the risks, dangers and hazards associated participating in the Program and use of the Facilities;
    - b. collision or impact with natural or man-made objects, sports, equipment or with other persons;
    - c. exposure to environmental hazards, extreme or prolonged temperatures, changes in weather, rain, snow, wind, sun, plants, toxins, allergens, dust, mould, viruses, bacteria and fungi; and,
    - d. slips, trips, and falls.
  3. I hereby release and agree to indemnify BTZ and CJA and their officers, directors, managers, employees, agents, contractors, members, subcontractors, concessionaires, representatives, volunteers, sponsors, insurers, successors and assignees (hereinafter collectively and individually referred to as "**Releasees**") from and against any claims, suits, actions, damages or causes of action which may be brought or claimed as a result of my (or my child's) use of the Facilities and participation in the Program. This release and indemnity shall include any claims, suits, actions, damages or causes of action which may arise as a result of any negligence, breach of contract, or breach of statutory duty on the part of the Releasees.
  4. I shall comply with (or ensure that my child complies with) any rules, regulations, and instructions issued or posted by BTZ respecting to participation in the Program the use of the Facilities. I acknowledge that failure to do so may result in my (or my child's) participation in the Program and the use of the Facilities being immediately revoked without a refund for any funds paid, if any.
  5. This Acknowledgement and Waiver shall enure to the benefit of and bind the Releasees and myself (and my child) and our respective successors, administrators, executors, and assignees.
  6. I agree that any litigation involving the Releasees shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta, and further that this Acknowledgement and Waiver shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta.

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Signature of Participant or Parent or Guardian if Participant is under 18)

\_\_\_\_\_  
Name of Parent or Guardian if applicable

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

\_\_\_\_\_  
Witness Name