

**RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

To: OWBHL OTTAWA WEST BALL HOCKEY LEAGUE INC. (hereinafter "OWBHL")

ASSUMPTION OF RISKS

1. I acknowledge and accept that ball hockey can be a dangerous sport. I am aware that players may suffer serious personal injury or property damage as a consequence of participation in the sport. Any of the same may be a result of an accident or the deliberate act of others. I acknowledge that ball hockey requires physical exertion, which may be strenuous and cause physical injury. I understand it is my responsibility to consult a physician prior to and regarding my participation in ball hockey. I represent that I am physically fit and have no medical condition which would prevent my full participation;
2. **I acknowledge and accept that participating in OWBHL activities during a pandemic involves additional risk. I am aware that players, parents and/or participants may be exposed to virus, infections, Covid-19 and suffer serious illness or personal injury as a consequence of participating in OWBHL activities. Any of the same may be a result of an accident or the deliberate act of others. I understand it is my responsibility to consult a physician and/or public health prior to and regarding my participation in OWBHL activities. I represent that I am physically fit and have no medical condition which would prevent my full participation;**
3. **I FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF INJURY, DEATH, DISABILITY, PROPERTY DAMAGE AND LOSS RESULTING DIRECTLY OR INDIRECTLY THEREFROM. THE ASSUMPTION OF RISKS INCLUDES ANY DAMAGES ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF PARTICIPATION IN OWBHL PROGRAMS;**
4. **I ALSO ACKNOWLEDGE AND ACCEPT THAT IT IS MY EXCLUSIVE RESPONSIBILITY TO WEAR CSA AND OBHA APPROVED EQUIPMENT INCLUDING A HELMET OF THE APPROPRIATE SIZE AND TYPE, SHIN PADS, GLOVES AND OTHER SAFETY EQUIPMENT. I ALSO ACKNOWLEDGE AND ACCEPT THAT IT IS MY RESPONSIBILITY TO ENSURE SAID EQUIPMENT IS IN GOOD CONDITION. I FULLY ASSUME ALL RISKS, INCLUDING THOSE REFERRED TO ABOVE AND THE POSSIBILITY OF INJURY, DEATH, DISABILITY, PROPERTY DAMAGE AND LOSS RESULTING DIRECTLY OR INDIRECTLY FROM THE FAILURE TO DO SO.**

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

IN CONSIDERATION of OWBHL accepting my application to play the sport of ball hockey in its league **I HEREBY AGREE AS FOLLOWS:**

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the OWBHL and its directors, officers, shareholders, employees, agents, representatives, successors and assigns, and the Ontario Ball Hockey Association ("OBHA") (all of whom are hereinafter collectively referred to as the "Releasees"); and,
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that any person or entity may otherwise suffer and/or be entitled to claim for as a result of my participation in the OWBHL programs, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

INDEMNITY AGREEMENT

I HEREBY AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in OWBHL programs and due to any **NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE ON MY PART.**

MISCELLANEOUS

1. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death, incapacity or disability;
2. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario;

Initials

3. The invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms; and,
4. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of ball hockey other than what is set forth in this Agreement.

OTHER

1. I understand and agree that the OWBHL has the final say in determining placement of players on teams. I understand and agree that the OWBHL is a recreational league and that I may be required to change teams to ensure parity amongst teams. I agree and consent being changed teams to facilitate the balancing of teams. I understand and agree that OWBHL may change my team at its sole discretion;
2. I understand and agree that the OWBHL may make changes to the age groups, programming, team composition, and/or season in order to adapt to public health requirements and/or registration numbers;
3. I understand and agree that the registration fees must be paid in full at the time of registration;
4. I acknowledge and agree that all uniforms and equipment supplied by OWBHL will be returned in good condition. I shall be responsible for the full replacement cost should the equipment not be returned in the same condition as it was in when issued; and,
5. I understand and agree that in order to withdrawal from the league and to be entitled to a refund, I must return all equipment and clothing and notify the league registrar of my intention to withdraw, no later than 10:00pm on April 13, 2022. I understand that the league will retain a \$50 service charge on all refunds. I understand that OWBHL will only issue refund cheques after June 26, 2022;
6. I understand and agree that the OWBHL and OBHA have the right to enforce their Concussion Code of Conduct, Concussion Policy, Removal from Sport Protocol and Return to Work Protocol. I understand and agree that I shall not be entitled to a refund due to their enforcement.
7. I understand and agree that the OWBHL and OBHA have the right to enforce health screening and safety measures in relation with Covid-19. I understand and agree that I shall not be entitled to a refund as a result of their enforcement;
8. I understand and agree that the OWBHL, its executive members, officials, agents and servants, in their sole discretion, have the authority to take disciplinary actions and to impose penalties, suspensions and other sanctions upon me in respect of my conduct, equipment or facility usage. I agree to adhere to this discipline; and,

PERMISSIONS

1. I give permission for the free use of my image in any photographs, videos or DVDs used for marketing or promotional purposes by the OWBHL.

I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED WITH ADEQUATE TIME TO READ THIS AGREEMENT (2 PAGES) AND ASK QUESTIONS PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY OTHERWISE HAVE AGAINST THE RELEASEES. I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND AM SIGNING VOLUNTARILY.

NAME OF PLAYER: _____
 (please print)

Emergency contact name: _____ Emergency contact telephone number: _____
 (please print)

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Date: _____

 Parent/Guardian Name: (please print)

 Signature of Parent/Guardian

IF PARTICIPANT IS OVER 18 YEARS OF AGE:

Date: _____

 Signature of Player



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ROWAN'S LAW/CONCUSSION CODE OF CONDUCT AND CONCUSSION AWARENESS RESOURCE ACKNOWLEDGEMENT FORM

As of July 1, 2019, every sport organization in Ontario must adhere to the Government of Ontario's enactment of *Rowan's Law* (Concussion Safety).

If you are an Ontario Ball Hockey Association (OBHA) athlete under 26 years of age, the parent of an athlete under 18, a coach, a team trainer or a game official, you need to follow the rules of Rowan's Law, which include:

1. Review the Ontario's official Concussion Awareness Resources before registering or serving with the OBHA. Concussion Awareness Resources can be found at this website: www.Ontario.ca/concussions
 - [10 and Under Concussion Awareness Resource](#)
 - [11-14 Concussion Awareness Resource](#)
 - [15 and Over Concussion Awareness Resource](#)
2. Review the OBHA's Concussion Code of Conduct that is provided to you found on the OBHA website at www.ontarioballhockey.ca under the Rowan's Law Tab.
3. Confirm that you have reviewed both of these resources every year with the OBHA.

Acknowledgement of Review

By signing this form, I confirm that I have reviewed the applicable Concussion Awareness Resource at www.ontario.ca/concussions and that I have fully reviewed and commit to the Ontario Ball Hockey Association's applicable Concussion Code of Conduct.

Name of the Participant: _____ **Date of Birth Of Participant:** **DD/MM/YYYY** ____/____/____

For participants under 18 years of age,
Name of Parent/Guardian: _____

Signature of the Parent/Guardian: _____

Signature of the Participant if over the age of 18: _____

Disclaimer: In order to register/participate in the Ontario Ball Hockey Association this signed form must be submitted to the Ball Hockey Association that you are registered with.