

PRO CALIBER LACROSSE ACADEMY LTD. (MINOR) **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND** INDEMNIFICATION AGREEMENT

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE:

PLEASE READ CAREFULLY BEFORE SIGNING

Initial

Registrant name: (the "Registrant")

I, the parent/legal guardian of the above-named Registrant, give my permission for the Registrant's participation in activities offered by PRO CALIBER LACROSSE ACADEMY LTD. ("PCL"). The activities offered by PCL shall include activities related to the playing of lacrosse: strength training, running, hitting, catching, shooting, and all other such activities or services in any way connected to or related to PCL, including activities organized during practices, training sessions, camps, or games facilitated by PCL at any location (the "Activities").

I confirm that I have personal knowledge and represent that the Registrant is in good physical and emotional condition and health so that there are no restrictions on the Registrant to participate in the Activities.

I am aware that the Registrant's participation in the Activities INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, VIRAL TRANSMISSION AND OTHER ECONOMIC LOSSES which may be caused by the Registrant's own actions or inactions, the actions or inactions of other, the condition of the facilities used for the Activities and/or equipment, or NEGLIGENCE BY ANY PARTY. I have spoken to the Registrant and have made the Registrant aware of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.
- Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on grass, turf or other surfaces, extreme weather conditions; travel to and from premises.
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
- Contact: I acknowledge that contact with lacrosse balls, other equipment, or other persons, whether intentional or unintentional, is a common part of the Activities, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
- Advice: negligent advice regarding the Activities
- Registrant's conduct and conduct of other persons: I acknowledge that such conduct, including the Registrant's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF PCL, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to

safeguard or protect the Registrant from the risks, dangers and hazards of the Activities, some of which are referred to above.

In consideration of the Registrant being permitted by PCL to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. **WAIVER:** I hereby waive, release and discharge PCL, its directors, officers, members, volunteers, independent contractors, and employees (the "**Releasees**") from any and all claims and damages for personal injury, death, property damage, or viral transmission which the Registrant may sustain or which may occur as a result of the Registrant's participation in the Activities due TO ANY CAUSE WHATSOEVER.
- 2. INDEMNIFICATION: Regardless of the effectiveness and enforceability of the waiver above, I will compensate and hold the Releasees harmless from any loss, liability, damage, cost or expense (including litigation) which it may incur as a result of any injury and/or property damage which the Registrant may sustain or cause while participating in the Activities. I will make good any loss, damage, or cost the Releasees may have to pay if any litigation arises on account of any claim made by me, or the Registrant, or by anyone on the Registrant's behalf.
- 3. **JURISDICTION:** This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement and any rights, duties and obligations shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia.
- 4. **NO REPRESENTATIONS:** In entering into this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement, I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the Activities, other than what is set forth in this Agreement.
- 5. VOID PROVISIONS: If any provision of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement is held to be unlawful, void or for any reason unenforceable, then the provision shall be removed from this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement and this removal shall not affect the validity and enforceability of any remaining provisions.
- 6. **BOUND PARTIES:** This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement is binding on my heirs, next of kin, executors, administrators, trustees, guardians, successors and assigns.

I CERTIFY THAT I HAVE CUSTODY OR AM LEGAL GUARDIAN OF THE REGISTRANT, AND THAT THE REGISTRANT IS PHYSICALLY ABLE TO PARTICIPATE IN THE ACTIVITIES, I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND EFFECT. I AM AWARE THAT THIS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND PCL WHICH IS BINDING ON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS AND THAT I SIGN OF MY OWN FREE WILL.

Signature (of Parental Guardian)

Printed Name