



Gujarati Mandal of Calgary

SPORTS PARTICIPANT WAIVER FORM FOR YEAR - _____

Adult Participant/Parent Name: _____ Birth Date: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Phone: _____ Alberta Health Card Number: _____

Emergency contact Name and Phone Number: _____

Minor Participant Name: _____ Birth Date: _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any Gujarati Mandal of Calgary Sports activities. I, for myself for personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of Sports Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

FULLY UNDERSTAND THAT: (a) SPORTS ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Gujarati Mandal of Calgary, their respective, organizer, agents, officers, members, volunteers, other participants, any sponsors, advertisers, and, if applicable owner of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES OR DEATH ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

GRANT TO GUJARATI MANDAL OF CALGARY AND ITS SUCCESSORS AND ASSIGNS, THE IRREVOCABLE, PERPETUAL, ROYALTY FREE, WORLDWIDE, SUBLICENSABLE AND UNRESTRICTED RIGHT TO USE AND PUBLISH MY NAME, VOICE, LIKENESS, IMAGE, ANY PHOTOGRAPHS OF ME, OR ANY MATERIALS IN WHICH I MAY BE INCLUDED, FOR EDITORIAL, TRADE, ADVERTISING, AND ANY OTHER PURPOSE AND IN ANY MANNER AND MEDIUM; and to alter and composite the same WITHOUT RESTRICTION AND WITHOUT MY INSPECTION OR APPROVAL. I hereby release GUJARATI MANDAL OF CALGARY from all claims and liability relating to any of the foregoing, including but not limited to any claims based on rights of privacy or publicity.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of Adult Participant: _____ Date: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SPORTS ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, DAMAGES OR DEATH ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNITY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I GRANT TO GUJARATI MANDAL OF CALGARY AND ITS SUCCESSORS AND ASSIGNS, THE IRREVOCABLE, PERPETUAL, ROYALTY FREE, WORLDWIDE, SUBLICENSABLE AND UNRESTRICTED RIGHT TO USE AND PUBLISH MINOR'S OR MY NAME, VOICE, LIKENESS, OR IMAGE; ANY PHOTOGRAPHS OF MINOR OR ME; OR ANY MATERIALS IN WHICH MINOR OR I MAY BE INCLUDED, FOR EDITORIAL, TRADE, ADVERTISING, AND ANY OTHER PURPOSE AND IN ANY MANNER AND MEDIUM; and to alter and composite the same WITHOUT RESTRICTION AND WITHOUT MY INSPECTION OR APPROVAL. I hereby release GUJARATI MANDAL OF CALGARY from all claims and liability relating to any of the foregoing, including but not limited to any claims based on rights of privacy or publicity.

Signature of Parent/Guardian: _____ Date: _____