

WAIVER AND RELEASE OF LIABILITY

2761584 Ontario Inc, operating as “The Factory”

In consideration of being allowed to participate in any way in the Factory Victoria Park, athletic/sports program related events and activities, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce the risk, the risk of serious injury does exist.
2. I warrant that my current health does not impair my ability to participate in this program. I have not been advised to avoid any physical activity by a doctor or any other health professional. I warrant that I will advise the Factory Victoria Park should my current health condition change in anyway, and,
3. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation.
4. I willingly agree to comply with the stated customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of to the nearest coach, official or rink staff.
5. I for myself and of my heirs, assigns, person representatives and next of kin, hereby release and hold harmless the Factory Victoria Park, their officers, officials both on and off-ice, management team and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence or the releases or otherwise.
6. I release from liability and waive my rights to claim, sue and not hold responsible the Factory Victoria Park, it's owners, staff or management team due to any cause or financial loss whatsoever (medically, emotionally, financially etc.)

COMMUNICABLE DISEASE SECTION OF THIS WAIVER AND RELEASE OF LIABILITY DOCUMENT

IT IS UNDERSTOOD AND AGREED BY THE PARTICIPANT THAT 2761584 Ontario Inc, operating as “The Factory”, IS IN NO WAY RESPONSIBLE IN ANY MANNER OR FORM FOR ANY COMMUNICABLE DISEASE CONTRACTED WHILE PARTICIPATING IN ANY PROGRAM REGISTERED FOR AND ATTENDING AT OUR FACILITY.

FOR THE PURPOSE OF FURTHER CLARITY, THIS APPLIES TO ANY "Bodily or mental injury", "property damage" or any other loss, cost or expense arising directly or indirectly, in whole or in part, out of the actual or alleged transmission of any “communicable disease” or which is any way related to the transmission of any “communicable disease” or any fear or threat of the spread of any “communicable disease”.

This waiver applies even if the claims against 2761584 Ontario Inc, operating as “The Factory”, allege negligence or other wrongdoing in any:

- (a) Employing, hiring, supervising, training or monitoring of any person (including, but not limited to, any “employee”, “volunteer worker”, contractor or others who are working under contract for or on behalf of any insured) that may be infected with and transmit any “communicable disease”;
- (b) Testing for any “communicable disease”;
- (c) Failure to perform services which were either recommended to, intended to or assumed to prevent any “communicable disease” or the transmission to others;

(See Over)

- (d) Procedures, or lack thereof, to manage any “communicable disease”;
- (e) Failure to prevent, contain, eradicate or avert any “communicable disease”; or
- (f) Failure to report any “communicable disease” to authorities.

This waiver applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury or mental injury", "property damage" or any other loss, cost or expense.

“Communicable disease” means any disease, virus or contagion, any derivative, mutation or variation of the disease, virus or contagion, including, but not limited to, that designated as such by any of the following:

- (1) a Federal, Provincial, Territorial or Municipal authority or agency;
- (2) a Minister of the Federal, Provincial or Territorial Crown;
- (3) a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
- (4) the World Health Organisation;
- (5) the Center for Disease Control/Centre for Disease Control of a. Canada or any Canadian Province or Territory; b. the United Kingdom of Great Britain and Northern Ireland; or c. of the United States of America and any American State or Territory.

For purposes of greater clarity, “communicable disease” includes, but is not limited to, the following diseases, virus or contagion:

- i) Coronavirus disease (COVID-19);
- ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- iii) Ebola;
- iv) Avian Influenza (Avian Bird Flu); and,
- v) Legionella (Legionnaire’s Disease).

I have read this release of liability and assumption of risk agreement, including the section “Communicable Disease Waiver and Release of Liability”.

I fully understand its terms.

I understand that I have given up substantial rights by signing this.

I sign this freely and voluntarily without any inducement.

Player Name: _____ (please print)

Team Name & Division: _____ (please print)

Parent/Guardian Name: _____ (please print)

Parent/Guardian Signature: _____