

AGREEMENT, WAIVER AND RELEASE OF LIABILITY

This Agreement, Waiver and Release of Liability (the “Agreement, Waiver and Release”) applies to the specific Event indicated above (the “Event” or “Events”) as well as to the group's inline or quad skating activity.

You will not be able to participate in or volunteer in connection with the Event if you have not agreed to this agreement, waiver and release.

In consideration of being permitted to participate in the Event, I hereby acknowledge and agree as follows:

1. Voluntary Participation:

I hereby acknowledge and agree that my participation in the Event, in whole or in part, is completely voluntary and of my own free will.

2. Photo, audio and or video:

I grant permission to the organizers of the group or Event, it's agents or employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in a manner or in any medium. I hereby release the organizers and its legal representatives for all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during an interview or guest lecture, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

3. Off Topic:

I hereby agree that I will not use the Event, the group, it's activities and or it's members for ulterior or underlying motives such as but not limited to political activism, identity politics, politics, protests, discrimination, social causes or manifestation of discontent related to social causes as well as for any other purpose not inherent to the nature of inline or quad skating sport.

4. Risk substances:

I hereby agree that I will not be under the influence of alcohol, drugs whether prescribed or not, legal or not or any other intoxicant substance, prior to joining the Event or during the Event, nor will I take such substances with me to the Event for the purpose of personal use, sharing and or any type of distribution.

5. Risk factors:

I understand and acknowledge that some or all of the activities associated with this Event may involve risks of varying degree, including, without limitation, the risk of property damage, bodily injury, permanent disability, paralysis, and possibly death.

These risks may arise from a variety of circumstances including, but not limited to:

- (a) the use or misuse of equipment,
- (b) the nature of activity itself,
- (c) acts of myself, other participants, volunteers, representatives and agents or third-party service providers,
- (d) the unavailability of immediate medical care at or near the site of the activity,
- (e) extreme temperatures or other adverse weather conditions,
- (f) rough terrain,

- (g) vehicular traffic, or
- (h) lack of hydration.

These risks are inherent both to participants in the activities associated with the Event and to organizers, members, participants and volunteers.

6. Assumption of risk:

I understand and acknowledge that I am voluntarily and freely assuming all risks associated with or arising out of participating this Event, whether foreseeable or unforeseeable, including, without limitation, those risks described in Section 5 above.

7. Fitness:

I hereby certify that I have the required level of physical fitness and ability to participate in the activities associated with this Event, I have sufficiently prepared for and trained for participation in the activities associated with this Event, and I have not been advised not to participate in any of the activities associated with this Event by a medical professional. I certify that there are no health-related reason why I should not participate in any of the activities associated with the Event.

8. Medical treatment:

I hereby consent to receive whatever medical treatment is deemed necessary or advisable in the Event of injury, accident and/or illness during the Event. I understand and acknowledge that organizers of the Event are not responsible for any injuries or other damages caused to me by providers of medical treatment and that I am responsible for any costs or expenses arising from or in connection with any medical treatment provided to me during the Event.

9. Waiver, release and indemnification:

I agree to forever release, hold harmless, discharge and promise not to sue organizers, members, participants and volunteers, past and present, from and against any claim which either I, or my heirs, executors, administrators, or any other person acting on my behalf or on behalf of my estate may have for losses, damages, or injuries arising out of or in connection with my participation in any of the activities associated with the Event. I further agree to indemnify and shall reimburse any party for, from and against each and every demand, claim, loss (which shall include any diminution in value), liability, judgment, damage, cost and expense (including, without limitation, interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "losses") suffered by the organizing party as a result of my participation in the Event, including, but not limited to, losses sustained as a result of a third party claim against an organizing party arising from participation in the Event, losses sustained by an organizing party in seeking medical treatment for me in connection with my participation in the Event, or losses resulting from an organizing party's efforts to enforce this waiver and release.

10. No responsibility for third parties:

By agreeing with this waver, I hereby acknowledge that no organizing party is responsible for the errors, omissions, acts or failures to act of any person or entity conducting a specific activity on the organizers behalf.

11. Governing law:

This waiver and release shall be governed in all respects by the laws of the Canada and Ontario irrespective of conflicts of laws rules.

12. Construction:

This waiver and release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

13. Clauses

The clauses are severable one from another and in the event a court should hold that any individual clause to be illegal or unenforceable, the remainder of the clauses shall still have force and effect.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND THAT THIS WAIVER AND RELEASE SERVES AS A BINDING CONTRACT AND RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS, AND I AGREE TO IT FREELY AND VOLUNTARILY.