

ACKNOWLEDGEMENT, RELEASE AND WAIVER AGREEMENT FORM (ADULT)

Name of Event: AKYSBO SquashFest 2020 (the “Event”)
Date(s) of Event: February 9, 2020
Primary location(s) of Event: Mayfair East

In consideration of the opportunity to participate in the Event, I, _____ (please print name), for myself and my heirs, personal representatives, estate, insurers and assigns, hereby irrevocably and unconditionally:

1. represent and warrant that I am over 18 years of age, in good health and physical condition, and acknowledge and understand that participation in and attendance at the Event involves certain risks and dangers of accidents, serious personal and bodily injury, including death, and property loss or damage either specifically as a result of participation in the Event or generally in connection with my attendance thereat and any transportation connected thereto. I understand, have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks;

2. fully and forever release, discharge and indemnify His Highness Prince Aga Khan Shia Imami Ismaili Council for Canada, Council for Ontario and all other local Councils, boards and portfolios, volunteers, employees, contractors, representatives, committees, associations, appointed officials, successors, assigns, sponsors of the Event, together with all Event directors, volunteers, staff, coaches, partners, training and medical personnel (collectively, the “**Released Parties**”) jointly and severally, of and from any and all causes of action, lawsuits, losses, damages, injuries, howsoever occurring, **whether by negligence or otherwise** (including death), claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with my participation in and attendance at the Event, including, without limitation, transportation connected to the Event;

3. agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, or injury sustained by me or others, howsoever occurring, **whether by negligence or otherwise**, in connection with my selection of, participation in and attendance at the Event or transportation connected thereto, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any loss, damage, or injury that I may experience related to the Event including, without limitation, transportation connected to the Event;

4. waive my insurers’ right to make a claim against the Released Parties based on insurance payments made to me or on my behalf for any reason. This means my insurers have no right of subrogation;

5. agree to indemnify and reimburse the Released Parties from and for any sums, costs, or expenses (including legal fees and disbursements) incurred or suffered by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses and any other liability of any kind, sustained by me or others in connection with my participation in the Event or transportation connected thereto. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I suffer or cause;

6. understand that the Released Parties do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in and attendance at the Event and any transportation connected thereto. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Event;

7. acknowledge that if any portion of this Acknowledgement, Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This

Acknowledgement, Release and Waiver supersedes any oral or written statements made by or to me in connection with the Event and transportation connected thereto. I understand that I cannot terminate, cancel or revoke this Acknowledgement, Release and Waiver for any reason;

8. agree that, in the event of a medical emergency, unless otherwise indicated by me, I hereby authorize and permit the Released Parties and Event personnel to administer first aid to me and to authorize such other medical treatment and transportation as may be recommended by physicians, paramedics and other medical personnel, in the event of any illness, accident or injury to me;

9. give and grant perpetually to the Released Parties, exclusively, the irrevocable right (including, without limitation, all now and hereafter existing common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known) to use my name, photograph, image and likeness, and voice (the "Attributes") in any and all publicity purposes, commercial or otherwise, in any and all media without compensation or further notification including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription, tape or other recording process whether now known or hereafter developed) any materials produced incorporating the Attributes, and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform and use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part or parts of the matter and things referred to in this paragraph. I acknowledge that I shall not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the Attributes;

10. further agree that this Agreement is governed by the laws of the Province of Ontario and operates to the benefit of the Released Parties as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

I am not relying upon any oral or written representations or statements made by the Released Parties other than what is set forth in this Agreement.

I HAVE READ THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM CAREFULLY. I FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS. BY SIGNING THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER, I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signed this _____ day of _____, 2020 in the City of _____, Province of Ontario.

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

PRINTED NAME OF PARTICIPANT

PRINTED NAME OF WITNESS