



Maccabi Canada

Promoting Jewish identity & support for Israel through the passion of sport.

READ BEFORE SIGNING

ACKNOWLEDGEMENT, RELEASE AND WAIVER FORM ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

2011 Maccabi Canada Sports Challenge held at Camp Robin Hood (the "Event")

In consideration of the opportunity to participate in and attend the Event, I, _____ (*please print*), for myself and my heirs, personal representatives, estate, insurers and assigns, HEREBY:

I WARRANT TO Maccabi Canada THAT:

1. I am familiar with the risk of serious injury and death which any participant in this Event must assume,
2. represent and warrant that I am over the age of 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 transportation therefrom. 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;
3. I understand that all applicable rules for participation in the Event must be followed and that at all times the sole responsibility for personal safety remains with me, and
5. I will immediately remove myself from participation the Event, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the Event.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in the Event and execution of this document constitutes:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in the Event by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, Maccabi Canada, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, volunteers, owners and / or lessors of the premises used to conduct the Event, sanctioning bodies, medical or rescue personnel (the "Released Parties"), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
3. my agreement 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 participation in and attendance at the Event, 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 related to the Event;
4. fully and forever release and discharge the Released Parties from any and all losses, damages, injuries, howsoever occurring, whether by negligence or otherwise, (including death) claims, demands, lawsuits, 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 related to the Event;
5. my understanding 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. 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;

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

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

SIGNATURE OF PARTICIPANT

PRINTED NAME OF PARTICIPANT

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

DATE