

OGSA PARTICIPATION WAIVER

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY! YOU MUST SIGN THIS DOCUMENT BEFORE YOU PARTICIPATE IN ANY OGSA PROGRAMMING OR EVENTS.

In consideration of the Oakville Girls Softball Association (the "OGSA") accepting the application permitting the individual named below ("I" or "me") to participate in OGSA programming, events or related activities (the "Activities"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this waiver agreement (this "Agreement").

ASSUMPTION OF RISKS

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING WITHOUT LIMITATION AS A RESULT FROM CONTRACTING AN INFECTIOUS DISEASE OR VIRUS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND CAN WITHDRAW MY PARTICIPATION AT ANY TIME. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING WITHOUT LIMITATION AS A RESULT FROM CONTRACTING AN INFECTIOUS DISEASE OR VIRUS, WHETHER CAUSED BY THE NEGLIGENCE OF THE OGSA OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the OGSA, and its respective directors, officers, employees, volunteers, agents, representatives, successors and assigns (collectively, "Releasees"), on account of injury, death or property damage, arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the OGSA or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the OGSA or any other Releasee, and forever release and discharge the OGSA and all other Releasees from liability under such claims.

PHOTOGRAPHY RELEASE

I further permit the use of photographs containing my likeness to be used for OGSA advertising and/or promotional publications.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of OGSA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is

binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the OGSA and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.

DATE: _____

Participant:

X _____
Signature

Print Name

Parent or Legal Guardian:

I am the parent or legal guardian of the minor named here. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Participation Waiver.

X _____
Signature

Print Name

X _____
Witness Signature

Print Name: