

# Hive Turf Waiver/Release Form

## Release of Liability and Assumption of Risk

In consideration of being permitted by Hive Turf (hereinafter "HIVE TURF"), to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to release, indemnify and discharge HIVE TURF, its agents, owners, shareholders, directors, partners, employees, managers, volunteers, manufacturers, lessors, affiliates, subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on my own behalf, and on behalf of my spouse, children, heirs, assigns, personal representatives and estate as follows:

#### 1. ASSUMPTION OF RISK.

I acknowledge and understand that my use of HIVE TURF equipment or participation in HIVE TURF activities is inherently dangerous and I expressly and voluntarily agree to assume all risk and danger of death, injury, paralysis, or damage to property or to third parties that may result from such use or participation, including all associated legal risks.

## 2. RELEASE FROM LIABILITY.

I hereby voluntarily release and forever discharge RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with or related to my use of HIVE TURF equipment or participation in HIVE TURF activities, including negligence, breach of contract, or breach of any statutory or other duty of care, and including the failure on the part of RELEASED PARTIES to safeguard or protect me from the risks, dangers and hazards of HIVE TURF equipment or activities.

### 3. COVENANT NOT TO SUE.

I agree that I will not sue or make claim against HIVE TURF for damages or other losses sustained in connection with my participation in HIVE TURF activities or my use of HIVE TURF equipment or facilities, including injuries or damages caused by the negligence, breach of contract, or other fault of RELEASED PARTIES.





## 4. INDEMNIFICATION AND HOLD HARMLESS.

I agree to fully indemnify and hold harmless RELEASED PARTIES for and against any loss, liability, damages, costs and expenses suffered or incurred in connection with any claim related to my use of HIVE TURF equipment or my participation in HIVE TURF activities.

#### 5. TERM.

I acknowledge and agree that the above assumption of risk, release from liability, covenant not to sue, indemnity and hold harmless applies to my participation in HIVE TURF games or activities and/or my use of HIVE TURF equipment and facilities on the date of this release and each and every participation and/or use by me thereafter and has the same effect as if executed before each and every participation and/or use.

### 6. JURISDICTION.

I agree that any litigation involving the parties to this agreement shall be brought solely within the Province of Alberta and shall be governed by the laws of Alberta.

# 7. ENTIRE AGREEMENT.

I acknowledge and agree that all of the terms and conditions of this RELEASE are set out herein in their entirety.

### 8. UNDERSTANDING.

I hereby certify that I have carefully read and understand the contents of this RELEASE and I agree to be bound by its terms.

Participant's Signature: _		Date:	_
Address:	City/Province:	Postal Code:	
Email:	Phone Number:		





Date of Birth: Month / Day / Year Emergency Contact Phone: \_\_\_\_\_ PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL AGREEMENT AND INDEMNIFICATION (Must be completed for participants under the age of 18) In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted to participate in HIVE TURF activities and to use its equipment and facilities, I, the undersigned parent or legal guardian of the Minor agree on behalf of the Minor to the above assumptions of risk, release of liability and waiver of claims and to release, indemnify and hold harmless RELEASED PARTIES from any and all Claims which are brought by, or on behalf of the Minor, and which are in any way connected with such participation or use by the Minor. I further certify that I am the parent or legal guardian of the Minor on this agreement. I hereby give approval to the participation of HIVE TURF games or activities and/or use of its equipment and facilities by the Minor. Date: \_\_\_\_\_ Parent or Legal Guardian's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Agreement accepted by: \_\_\_\_\_ (Hive Turf Agent)



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