



Waiver of Liability, Release & Covenant Not to Sue

Proper execution of this Waiver of Liability, Release and Covenant Not to Sue (this "Agreement") by the participant is a prerequisite to participate in the Heart of Champions softball tournament (the "Activity").

I fully understand the dangers, hazards, and risks, inherent in the Activity. I further understand and expressly acknowledge that my participation in the Activity is not required by Heart of Champions and that it is voluntary and my own decision. Knowing the dangers, hazards, and risks of the Activity, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representatives, I agree that I, for myself, my heirs, personal representatives, executors and assigns, hereby waive and release, hold harmless and covenant not to sue Heart of Champions, its' directors, officers, employees, affiliates, agents and representatives (collectively the "Heart of Champions") from and against any and all claims, costs, liabilities, injuries, damages, expenses, attorneys fees and judgments arising out of or connected in any way with my participation in the Activity.

I understand that Heart of Champions takes no responsibility for verifying my physical readiness for my participation in the Activity. I take full responsibility for my health and fitness. I understand that it is advisable to check with my physician and discuss my proposed participation in any exercise/athletic program or activity if I have any questions regarding my physical ability to participate.

I further understand that if I choose to drive my own vehicle to and from the Activity, or ride as a passenger in a vehicle owned or rented by another participant, that Heart of Champions will not insure such private or commercial vehicles, and that the owner and/or rental driver shall be responsible for providing automobile insurance which adequately, and in conformance with the law, covers all occupants. I agree to conduct myself responsibly throughout the Activity and will conform my conduct to the laws of the Province of Ontario.

I understand that Heart of Champions does not have medical personnel available at the location of the Activity. I understand and agree that Heart of Champions assumes no responsibility for any injury or damage which might arise out of or in conjunction with emergency medical treatment.

I certify that: (a) I am over the age of 18, (b) I have read this document carefully and fully understand the meaning of its terms, and (c) I am signing this Agreement knowingly and voluntarily. This Agreement shall be governed by and construed under the laws of the Province of Ontario and if any term or provision shall be held illegal, unenforceable, or in conflict with any governing law, the validity of the remaining portions shall not be affected thereby.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND BEFORE SIGNING.

Signature

Date:

Participant's Name
Please print or type

Participant's Address - Please print or type

Signature

Date:

*Participant's Parent or Guardian Approval
(if under 18 years of age)
Please print or type*

Participant's Address - Please print or type