

**MEL THOMAS PERFORMANCE RINGETTE INSTRUCTION
WAIVER, RELEASE AND INDEMNITY AGREEMENT**

THIS FORM TO BE SIGNED BY PERSONS 18 YEARS AND OLDER AND/OR PARENTS/LEGAL GUARDIANS OF MINOR CHILDREN

PLEASE READ CAREFULLY

Name of Participant: _____ (the "Participant/Child")
(Print Name)

Child's Birth Year (if under 18): _____

Name of Activity: _____ Mel Thomas Performance Ringette Instruction _____ (the "Activity")

Location of Activity: _____ Arenas in Edmonton, Leduc, St. Albert _____ (the "Location")

Date of Activity: _____ 2024 _____

IN CONSIDERATION OF my/the Child being permitted to participate in any way in the Activity described above, I, for myself, my heirs, successors, executors, administrators and assigns and/or as the parent or legal guardian of the Child, do hereby:

1. REMISE AND FOREVER RELEASE Mel Thomas Performance, the host Ringette Association (if applicable), and their respective parent, subsidiary, affiliated and associated companies, and their directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns, any sponsors, advertisers and other participants, and, if applicable, the owners and operators of the Location (collectively, the "Releasees") of and from any and all manner of actions, causes of action, suits, debts, costs, claims, damages and demands arising out of or in consequence of any loss, injury or damage to my/the Child's person or property, including death, incurred or suffered by me/the Child while attending at, using, occupying or participating in the Activity and any activities at the Location, notwithstanding that any such loss, injury or damage, including death, may have arisen by reason of the negligence of the Releasees;
2. CONSENT to the Child attending and participating in the Activity and any and all activities incidental thereto;
3. ACKNOWLEDGE AND AGREE that an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death;
4. FULLY UNDERSTAND the risks and dangers of serious injury, including permanent disability, paralysis, death, and risks related to COVID-19 (the "Risks"); these Risks may be caused by my/the Child's own actions or inactions, the actions or inactions of others, the condition in which the Activity takes place, or the negligence of the Releasees; there may be other risks and social and economic losses, either not known or not readily foreseeable at this time; and I fully accept and voluntarily assume all such risks and all responsibility for losses, costs and damages I/the Child incur as a result of my/the Child's participation in the Activity;
5. FULLY UNDERSTAND my/the Child's experience and capabilities and confirms that I/the Child is qualified, in good health and in proper physical condition to participate in the Activity;
6. AGREE I/the Child will not participate in the Activity or attend the Location if I/the Child:
 - a. Am/is experiencing or have come into close contact with anyone with onset of a fever of 38°C or higher, cough, sore throat, shortness of breath/difficulty breathing, loss of taste or smell;
 - b. Am/is experiencing or have come into close contact with anyone with onset of 2 or more of the following symptoms: runny nose, muscle aches, fatigue, pink eye, headache, skin rash of unknown cause or nausea;
 - c. Am/is waiting for results of a laboratory test for COVID-19 or have been in contact with anyone who is confirmed to have COVID-19; and/or
7. UNDERSTAND AND AGREE that the Releasees do not and shall not be considered to guarantee and warrantee such equipment as may be used in the conducting of the Activity;

8. UNDERSTAND AND AGREE that the Releasees are not responsible for lost or stolen personal articles or equipment;
9. UNDERSTAND AND AGREE that Mel Thomas Performance reserves the right to substitute any instructors;
10. WARRANT that I will not commence any Court proceedings against any party in connection with, or in any way relating to, the subject matter of this Agreement, including, without limiting the generality of the foregoing, the Releasees;
11. AGREE TO INDEMNIFY AND SAVE HARMLESS each of the Releasees of and from any and all manner of actions, proceedings, claims, costs, losses, damages, expenses, legal fees on a solicitor and own client basis, or demands whatsoever that may be brought against the Releasees, or any or all of them, or which they may sustain, pay or incur as a result of, arising out of or in connection with or in consequence of my/the Child's attendance at, use or occupation of the Location or participation in the Activity or any activities incidental thereto, including as a result of my/the Child's own negligence;
12. GRANT to Mel Thomas Performance, without further compensation, the unrestricted right to publish, in its discretion, my/the Child's name, photograph, portrait, likeness, voice and any film rendering or tape recording of me/the Child for advertising and promotional purposes in connection with the Activity in any form of publication or display including, without limitation, newspapers and other print publications, radio and television broadcasts, film releases and interactive media worldwide;
13. REPRESENT that I am the full age of eighteen (18) years or older;
14. UNDERSTAND AND AGREE that my/the Child's participation in the Activity and my/the Child's use and occupation of the Location is voluntary and in the absence of this Agreement I/the Child would not be permitted to attend and participate in the Activity, or in any activities incidental thereto, and that I/the Child must comply with all directions and policies of the Releasees;
15. DECLARE that I have read this Agreement and understand its contents and I sign it voluntarily;
16. ACKNOWLEDGE AND AGREE that if this Agreement is only signed by one parent or legal guardian, it shall be binding on the parent or legal guardian so signing and shall be interpreted accordingly;
17. ACKNOWLEDGE AND AGREE that this Agreement shall be binding upon me, my heirs, personal representatives, administrators, executors and assigns and upon the Child and his or her heirs, personal representatives, administrators, executors and assigns; and
18. ACKNOWLEDGE AND AGREE that this Agreement is to be construed in accordance with the laws of the Province of Alberta and that I attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

IN WITNESS WHEREOF I have executed this Waiver, Release and Indemnity Agreement prior to the start of the Activity.

 (Signature of Participant, or Parent/Legal Guardian if
 Participant is a Minor Child)

 WITNESS

Print Name: _____

Print Name: _____

Email: _____

Phone: _____

Check Here to Sign me up to receive other information about Mel Thomas Performance Instruction services, including other special offers and events. It's free! Ensure your email address is listed above.

You are able to unsubscribe at any point from any of the communications above. Questions, contact melthomasperformance@gmail.com