



Ottawa Pickleball Association Association de pickleball d'Ottawa



RELEASE AND WAIVER OF LIABILITY

In consideration of participating in games, activities and events (collectively, “**Games**”) of the Ottawa Pickleball Association (the “**OPA**”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself and my successors, heirs, assigns and anyone else who may make any claim for or on my behalf, hereby irrevocably and unconditionally agree with and represent to the OPA as follows:

- I have reached the legal age of majority in my jurisdiction of residence and have every right to contract in my own name and execute this Release and Waiver of Liability (“**Release**”), or I have had my parent or legal guardian agree to the terms of this Release on my behalf below if I am under the legal age of majority in my jurisdiction of residence (a “**Minor**”);
- I acknowledge and understand that my participation in the Games may involve certain risks and dangers of accidents, injuries, losses and/or damages, including, but not limited to, personal and bodily injury, death and/or injury to property (the “**Risks**”) and that I understand, have considered and have evaluated the nature, scope and extent of the Risks involved, and I voluntarily and freely choose to assume these Risks;
- I hereby fully and forever release the OPA, its officers, directors, members, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from any and all causes of action, lawsuits, losses, damages, injuries (including, but not limited to, personal and bodily injuries, death and injury to property) howsoever caused (whether by negligence or otherwise), claims, demands, sums, expenses (including, but not limited to, legal fees), and all other liability of any kind whatsoever, that arise, directly or indirectly, out of or in connection with the Games;
- I hereby agree not to initiate any lawsuit, court action or other legal proceeding against the Released Parties or any of them, nor to join or assist in the prosecution of any claim for damages, which anyone may have, on account of loss, damage or injury sustained by me or others in connection with the Games;
- I give my permission, irrevocably and in perpetuity, to reproduce, copy, publish, broadcast, or otherwise use: (i) my name; (ii) my likeness; (iii) my voice; and (iv) any comments attributed to me (collectively, the “**Assets**”) that may be filmed, photographed, recorded or otherwise captured by or on behalf of the OPA while I am a participant in the Games, or any material based upon or derived therefrom, or to refrain from so doing, in whole or in part, in any manner or media whatsoever. I acknowledge that the decision to use or not use the Assets is in the sole and absolute discretion of the OPA and that I shall have no right of approval, no claim to additional compensation or benefit, and no other claims arising, directly or indirectly, out of the use of the Assets. Further, I agree that any and all materials (the “**Materials**”) created by or for OPA that incorporate, in whole or in part, the Assets shall remain the sole and exclusive property of the OPA and that the OPA shall retain all intellectual property rights that exist in the Materials. Further, to the extent that I may have any moral rights in the Materials, I hereby waive all such moral rights in favour of the OPA;
- I acknowledge that if any portion of this Release is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This document is governed by the domestic laws of the Province of Ontario and operates to the benefit of the Released Parties, as well as their administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate; and

I HAVE READ THIS RELEASE CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS, AND VOLUNTARILY AGREE TO ITS TERMS.

Signature

Signature of witness

TO BE COMPLETED IF PARTICIPANT IS A MINOR

I, the undersigned, represent that I am the parent or legal guardian of the Minor named above, and as such I: (i) am fully authorized and entitled to agree to the terms of this Release on his/her behalf; (ii) expressly consent to the above named Minor agreeing to the terms of this Release; (iii) agree that I will accompany the above named Minor at all times before, during and after the Games; and (iv) agree to become a party to, and to be legally bound by, this Release in my personal capacity as if I were myself the above named individual.

Signature

Signature of witness