

## Heart Breaker Challenge May 25, 2019 ®

### WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGMENT

***When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. However, we will still ask all participants to sign a waiver when picking up your event package prior to the Heart Breaker ® event.***

***PARTICIPATION WILL BE DENIED if the form is not completed in full, including a signature of an adult participant or parent (or legal guardian) of anyone under 18 years of age at the time and place of the race.***

This is a binding legal agreement. In consideration of being permitted to participate in the Heart Breaker ®, the undersigned ("Participant" or "I"), and I/we, if the Participant is under the age of 18, the parent(s) or legal guardian(s) of the Participant ("Parents"), hereby expressly agree:

1. I understand that participating in the Heart Breaker ® is a hazardous activity.
2. I am fully aware of the risks and hazards involved in and arising from the Heart Breaker ® .
3. I assume any and all risks involved in or arising from participation in the Heart Breaker ® , including without limitation, the risks of bodily injury, partial or total disability, paralysis, and death resulting from falls, contact with other participants or obstacles or the negligent or intentional acts of other participants or any defect or condition of the course or completing the obstacles or any effects regarding the weather, including high heat and/or humidity.
4. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
5. My participation in the Heart Breaker ® is entirely optional and my own free choice.
6. I agree that the Heart Breaker ® could contain extreme obstacles, including, but not limited to, mud pits, walls, steep hills, cargo nets, and tires.
7. I have no physical or psychological conditions, nor any history thereof, which will impair my ability to participate in the Heart Breaker ® and I am not participating against medical advice or treatment.
8. I agree not to consume alcohol or ingested/consume any medicines or substances (including but not limited to cannabis in any form) 6 hours prior to participation in the Heart Breaker ® that will inhibit my mental or physical ability to safely and effectively participate in this event.
9. I agree to abide by the decisions of race officials regarding my ability to safely complete the race.
10. I agree to exhibit appropriate behaviour at all times and to obey all civil and criminal laws. I understand that any inappropriate or illegal conduct or any behaviour that endangers the safety, or negatively affects a race, person, facility, or property of any type or kind may lead to my dismissal or removal, without refund.
11. I agree that Heart Breaker ® and the host facility are not responsible for any lost or stolen personal items.
12. I agree that Heart Breaker ®, and its affiliates and sponsors shall have the right, and I hereby grant them the permission to use and distribute any photographs, motion pictures, recordings or any other record of the Heart Breaker ® for any purpose, including any advertising and marketing purposes. All photographs, motion pictures, recordings or any other record of the Heart Breaker ® shall belong to and be the sole property of Heart Breaker ®.
13. I understand that all entries are final and that there will be no refunds.
14. I understand that race officials reserve the right in any event of emergency or local or national disaster to cancel the race and in the event of cancellation or change there is no refund of entry fees.
15. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate.
16. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the laws of Ontario and Canada applicable therein. Both parties agree that any action or proceeding relating to this Agreement will be brought to a court of competent jurisdiction in the Province of Ontario, Canada.

Initials \_\_\_\_\_

**WAIVER, RELEASE AND INDEMNITY**

I have read and understand the paragraphs above and understand and agree that there are certain risks of physical injury involved in participating in the Heart Breaker ® and I voluntarily assume all of the risks and injuries or losses that I may sustain, no matter how severe.

In consideration of your acceptance of this entry, I, for myself, my heirs, executors, administrators and assigns, **hereby waive, release and discharge any and all claims** against HOTEL-DIEU GRACE HEALTHCARE, THE CORPORATION OF THE CITY OF WINDSOR, EVENT SPONSORS, EVENT VOLUNTEERS AND THEIR OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, AND/OR ASSIGNS **for any and all injuries suffered by me at this event** (collectively, the "Released Parties").

I acknowledge that I will not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties. If any claim is commenced against the Released Parties, I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented for my personal injuries, property damage, or wrongful death, and to pay the Released Parties' legal fees, expenses, and costs incurred in defending such claims.

I also agree, on my own behalf and on behalf of my heirs, executors, administrators and assigns **hereby release, indemnify and hold harmless the released parties from any and all claims, demands or causes of action which are in any way connected with the Heart Breaker ®**. These include, but are not limited to, claims arising out of allegedly negligent acts or omissions of the Released Parties, any claims for damages for injury or death sustained by me, or any person or property, and for any and all claims of any kind or nature arising out of this agreement or participating in the Heart Breaker ®.

**I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON MY BEHALF, AND I DO SO FREELY.**

**PARTICIPANT SIGNATURE** \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Age \_\_\_\_\_

**PARENT OR GUARDIAN SIGNATURE (IF PARTICIPANT IS UNDER 18)**

I am the parent or guardian of the above-referenced Participant. I have read and understand the foregoing paragraphs, including the **Waiver, Release and Indemnity**. I hereby give approval to this child's participation in the Heart Breaker ® .

I voluntarily assume the risks incidental to this child's participation and expressly waive all tort or other civil liability against the Released Parties (defined above), and acknowledge that by signing this agreement I may not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties.

If any claim is commenced against the Released Parties, **I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented resulting from Participant's personal injuries, property damage, or wrongful death, and to pay the Released Parties' legal fees, expenses, and costs incurred in defending such claims.**

By signing this agreement, I am fully aware of the potential dangers of the Heart Breaker ® and understand this waiver and release are necessary to allow Participant's participation in the Heart Breaker.

**I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON PARTICIPANT'S AND OUR BEHALF, AND I DO SO FREELY.**

**PARENT/GUARDIAN SIGNATURE** \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_