

**ULTIMATE CANADA ("UC")**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (FOR THOSE 18 YEARS OF AGE AND OLDER)**

**WARNING!**

**By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.**

This is a binding legal agreement. As a Participant in the programs, activities and events of Ultimate Canada ("UC"), the undersigned acknowledges and agrees to the following terms:

**Disclaimer**

1. UC, their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, referees, participants, agents, owner's/operator's of facilities, and representatives (collectively the "Association") are not responsible for any injury, damage or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Association.

**Description of Risks**

2. In consideration of my participation in the programs, activities and events of the Association, I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such programs activities and events. The risks and hazards include, but are not limited to, injuries from:

- a) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops;
- b) Executing strenuous and demanding physical techniques;
- c) Exerting and stretching various muscle groups;
- d) Dry land training including weights, running and jumping, dance and massage;
- e) Falling due to wet, uneven or irregular terrain or surfaces;
- f) Falling or colliding with the walls, fences, stands, equipment, the ground or with other participants;
- g) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- h) Extreme weather conditions which may result in heatstroke, sunstroke or hypothermia;
- i) Contact, colliding, falling or being struck by other participants, the ground, spectators or equipment;
- j) Spinal cord injuries which may render me permanently paralyzed;
- k) Travel to and from competitive events and associated non-competitive events which are an integral part of the Association's activities.

3. Furthermore, I am aware:

- a) That injuries sustained can be severe;
- b) That I may experience anxiety while challenging myself during the activities, events and programs;
- c) That I may come into close contact with other participants, including the possibility of accidental and unexpected contact;
- d) That my risk of injury is reduced if I follow all rules established for participation; and
- e) That my risk of injury increases as I become fatigued.

**Release of Liability**

4. In consideration of the Association allowing me to participate, I agree:

- a) That my physical condition has been verified by a medical doctor within the past twelve months;
- b) To accept the responsibility for inspecting the applicable area, course or field on which I play in connection with the Association's activities, events or programs and satisfying myself as to its safety.
- c) To assume all risks arising out of, associated with or related to my participation;
- d) To be solely responsible for any injury, loss or damage that I might sustain while participating; and
- e) To release, waive and forever discharge the Association from liability for any and all claims, demands, actions, damages and costs that might arise out of my participating, even though such risks, injuries, loss, death, damage, claims, demands, actions or costs may have been caused by the negligence of the Association.

**Acknowledgement**

5. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

**Photo Release**

6. I hereby give permission to Ultimate Canada to copyright and/or publish any and all photographs, videotapes, audio recordings, and/or digital media in which I appear while attending any Ultimate Canada event or program. I also grant Ultimate Canada permission to transfer, use or cause to be used, these photographs, videotapes, audio recordings and/or digital media for promotional materials, publications, marketing materials, and advertising without limitation or reservation. I understand that there will be no compensation or remuneration for the use of the photographs, videotapes, audio recordings and/or digital media.

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness (Please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date