

# Archery Games Winnipeg Waiver Form

## Intro:

All participants must have the following liability waiver signed and completely filled out before participating. All participants under 18 must also have the liability waiver signed by a parent or legal guardian.

We collect personal information from you to serve you and/or your child as a participant in Arrow Tag and to protect the interests of you and/or your child and us. Please contact Derek or Gregory McKnight if you have any questions regarding our privacy practices.

## Participant Agreement, Release and Assumption of Risk Archery Games Winnipeg

In consideration of allowing me and/or my child (the "**Participant**") to participate in Arrow Tag and in consideration of engaging the services of Bubble Soccer Winnipeg, I, the undersigned, hereby, on behalf of the Participant and myself, and anyone claiming through or under the Participant or myself, hereby release, indemnify, hold harmless and discharge Derek McKnight and Gregory McKnight, operating as Bubble Soccer Winnipeg, and their co-owners, employees, volunteers, agents, and all other persons acting on their behalf, including, without limitation, the facility and associated organization owning or operating the facility where the Bubble soccer games are held (collectively all these persons will be referred to as "**Archery Games Winnipeg**"), as follows:

1. I recognize that using a Bow and Foam tipped arrow or participating in an Arrow Tag game could lead to known and/or unanticipated risks that could result in physical or emotional injury, including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to the Participant, or to other third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity. I expressly agree and promise to accept and assume, on behalf of the Participant and myself, all of the risks existing in this activity. I acknowledge and agree that the Participant's participation in this activity is purely voluntary and the Participant elects to participate in spite of the risks, and with my consent.
2. If the Participant is injured, I acknowledge that the Participant may require emergency medical care and transportation, as Archery Games Winnipeg may deem appropriate, to which I consent and acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical care and transportation. I understand and agree that Archery Games Winnipeg will not pay for any cost or expenses incurred as a result of injury to a Participant and any medical care and transportation deemed necessary.
3. I, on behalf of the Participant and myself, to the extent permitted by law, hereby voluntarily release, forever discharge, and agree to defend, and hold harmless Archery Games Winnipeg from any and all claims, demands, or causes of action, which are in any way connected with the Participant's participation in Archery Games Winnipeg activities and/or the Participant's use of Archery Games Winnipeg's equipment including, but not limited to, any such claims based upon damages caused or alleged to have been caused in whole or in part by the negligent acts or omissions of Archery Games Winnipeg.
4. Should Archery Games Winnipeg or anyone acting on their behalf, be required to pay attorney's fees and costs to enforce this Agreement, I agree to compensate and hold them harmless for all such fees and costs.

5. I validate that the Participant is physically able to participate in all activities without aid or assistance. I further validate that I am willing to assume the risk of any injury despite any medical or physical condition that the Participant may have.

6. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this Agreement, I, as Participant or on behalf of the Participant, hereby waive any right I or the Participant may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator. I further agree that the arbitration will take place solely in the Province of Manitoba and that the substantive law of Manitoba shall apply. If, despite the representations made in this Agreement, I, the Participant, or anyone on behalf of me and/or the Participant file or otherwise initiate a lawsuit against Archery Games Winnipeg, in addition to my agreement to defend and indemnify Archery Games Winnipeg, I hereby agree to pay within 60 days as liquidated damages the amount of \$900 to Archery Games Winnipeg. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$900 amount calculated at 12% per annum.

7. I further consent to Archery Games Winnipeg photographing, videotaping, and/or otherwise recording the Participant engaged in Bubble Soccer Winnipeg's activities and grant permission to Archery Games Winnipeg to use the Participant's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF THE PARTICIPANT IS INJURED OR PROPERTY IS DAMAGED DURING THE PARTICIPANT'S PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY AND THE PARTICIPANT'S RIGHT TO MAINTAIN A LAWSUIT AGAINST BUBBLE SOCCER WINNIPEG ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I have had sufficient opportunity to read this entire document. I understand this agreement, and I voluntarily agree to be bound by its terms.

I hereby agree to receive promotion material from Bubble Soccer Winnipeg.

I certify that I am the parent or legal guardian of the Participant or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the Participant listed above.

I have had sufficient opportunity to read this entire Agreement. I have read and understood it and I agree to be bound by its terms.