



City of Grande Prairie Dodgeball League

LIABILITY WAIVER AND CONSENT

By reading this document and agreeing to these terms, you will waive certain legal rights, including the right to sue. Please read carefully.

In consideration of the City of Grande Prairie Dodgeball League (the "GPDL") permitting me to participate in GPDL events, including league and tournament play, the following waiver of all claims, release from all liability, agreement not to sue and assumption of all risks and further terms of this agreement (the "Waiver & Consent") is entered into by me with and for the benefit of the GPDL.

1. Waiver of Claims, Release from Liability and Agreement Not to Sue

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, the GPDL and any of its directors, executives, representatives, employees, servants, instructors or agents (the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of my participation in league or tournament play due to any cause whatsoever on the part of any one or more of the GPDL, the Personnel, others or any of them, including:

- (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet such standards of care applicable to such circumstances);
- (b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation;
- (c) breach of any contract; and
- (d) mistakes or errors in judgment of any kind.

2. Assumption of Risk

I am aware of the risks inherent in participation in league and tournament play with the GPDL. In particular I understand that dodgeball is a strenuous physical activity and a contact sport that can cause serious injury, including permanent disability, death and other losses both to me and my property which may result from the failure for any reason (including negligence) of the GPDL or the Personnel.

In particular, and without limiting the generality of the foregoing, I acknowledge that GPDL has warned me about the risk of injury that may result from wearing glasses or any other eyewear while participating in VDL activities, including league and tournament play. I understand that it is possible that the ball may strike me in the face and may cause injury, including but not limited to blindness and permanent eye damage and that the risk of sustaining an eye injury while participating in GPDL activities is increased by wearing glasses or other eyewear.

I assume and accept all risks and dangers of participating in league and tournament play including the possibility of physical injury, death and property damage or other losses. I willingly accept these risks and agree to the terms of this Waiver & Consent even if the GPDL or the Personnel or either of them are found in law to be negligent or in breach of a duty of care or any other obligation to me in relation to league or tournament play.

3. Further Terms

I hereby authorize the release of any photographs and videos taken of me while attending GPDL events, including league and tournament play.



In agreeing to this Waiver & Consent, I am not relying on any oral, written or visual statements of any kind, including any promotional statements, brochures or flyers made or distributed by the GPD or by any of the Personnel to induce me to attend, or to participate in, league or tournament play.

I agree that this Waiver & Consent and the agreements and assumptions of risk that it contains will be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and I hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.

I agree to abide by the terms of the "Unsportsmanlike Conduct" section included in the 2018/2019 Policies. I understand that unsportsmanlike conduct will result in being removed from the league.

I confirm that I am of the minimum age of eighteen years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver & Consent and that this Waiver & Consent will be binding upon my heirs, next of kin, executors, administrators and successors.

- OR -

As the parent/guardian of _____, I confirm that I have had sufficient time to read and understand what I am agreeing to in this Waiver & Consent and that this Waiver & Consent will be binding upon _____, myself, my heirs, next of kin, executors, administrators and successors.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP) Collection of personal information (FOIP)

The City of Grande Prairie believes that the uses of personal information as listed below provides a vital, healthy, functioning place where participation of all persons is important and encourages: **(Please circle your response, and sign below)**

- The use of name, photos, videos and comments in the City of Grande Prairie Recreation & Sport social media, newsletter, website pages and other publications. The use of name, related contact information and telephone number for *absenteeism verification*. The taking of individual or team photos for City of Grande Prairie Recreation & Sport purposes.

Consent *

- I understand and agree to above terms and conditions

League Rules & Policies *

- I have read and agree to abide by GPD's Rules and Policies

WAIVER CONFIRMATION *

- All the information I have put above is true to the best of my knowledge

Team name: _____ Last year's team: _____

Signed: _____ Date: _____

Printed: _____

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP) Collection of personal information (FOIP)

Any personal information that you provide is collected under the authority of the *Freedom of Information and Protection of Privacy (FOIP) Act RSA 2000 c. F-25 s.33 (c)*. The information is used only for the intent it is collected or for a consistent purpose. The information is only kept for the length of time necessary to fulfill the purpose for which it was collected. If you have any questions about the collection of this information, you may contact the City of Grande Prairie FOIP Coordinator at 780-538-0300.