



Waiver and Release of Liability for GSM Prospect Skate

This document outlines the waiver and release of liability for participants in the Official GSM Prospect Skate event organized by Gryphon Sports Management (GSM). It covers the acknowledgment and assumption of risks, release of liability, indemnification, medical treatment authorization, governing law, and severability. Participants are required to read and understand this waiver before participating in the event.

Acknowledgment and Assumption of Risk

Participation in the Official GSM Prospect Skate event involves inherent risks that all participants must acknowledge and assume. These risks encompass a range of potential hazards that could result in injury, illness, or other adverse outcomes.

1 Physical Injury

Participants may experience injuries resulting from skating, physical exertion, falls, and collisions with other skaters. These injuries can range from minor bruises to more severe trauma.

2 Equipment Malfunction

There are risks associated with the use of personal or provided equipment, such as skates, helmets, or protective gear. Malfunctions could lead to accidents or injuries.

3 Environmental Conditions

The condition of the ice, weather, and other environmental factors may pose risks to participants. This includes slippery surfaces, temperature-related issues, or unforeseen circumstances.

4 Medical Conditions

Participation in the event may exacerbate pre-existing medical conditions. Individuals with health concerns should consult a physician before participating.

Release of Liability

In exchange for being allowed to participate in the Official GSM Prospect Skate, participants agree to release Gryphon Sports Management from liability. This release extends to GSM's officers, directors, employees, agents, volunteers, and representatives.

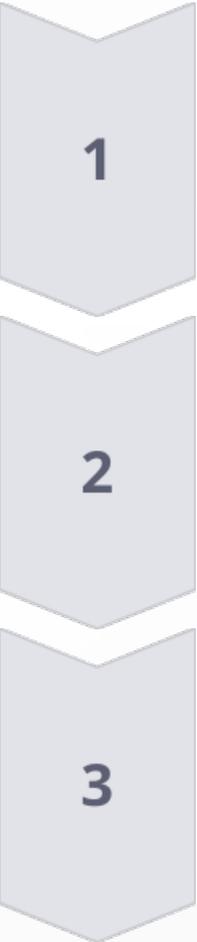
The release covers all claims, demands, actions, causes of action, damages, or liabilities arising from or connected to participation in the event. This includes, but is not limited to:

- Personal injury claims
- Illness-related claims
- Claims related to death
- Property damage claims

This release applies whether the claims are caused by GSM's negligence or otherwise. By signing this waiver, participants acknowledge that they are giving up substantial rights, including the right to sue GSM for any injuries or damages incurred during the event.

Indemnification Agreement

Participants in the Official GSM Prospect Skate agree to indemnify and hold harmless Gryphon Sports Management from various legal claims and liabilities. This indemnification clause is a critical component of the waiver, providing additional protection for GSM.



1

Scope of Indemnification

The indemnification covers all claims, demands, actions, causes of action, damages, or liabilities connected to the participant's involvement in the event.

2

Third-Party Claims

Participants agree to indemnify GSM against any claims made by third parties due to the participant's actions or conduct during the event.

3

Financial Responsibility

By agreeing to indemnify GSM, participants accept potential financial responsibility for legal costs and damages arising from their participation.

This indemnification clause serves to protect GSM from potential legal and financial consequences resulting from participant actions or injuries during the event.

Medical Treatment Authorization

The waiver includes a crucial medical treatment authorization clause. This provision allows Gryphon Sports Management to take necessary actions in the event of a medical emergency during the Official GSM Prospect Skate.

Key aspects of this authorization include:

- GSM is authorized to secure medical treatment for participants in case of injury, illness, or medical emergency.
- Participants agree to assume all costs associated with such medical treatment.
- This authorization may include, but is not limited to, calling emergency services, administering first aid, or transporting the participant to a medical facility.

By signing the waiver, participants acknowledge that GSM may make decisions regarding their medical care in emergency situations. This clause is designed to ensure prompt and appropriate medical attention can be provided if needed during the event.

Governing Law and Jurisdiction

The waiver specifies the governing law and jurisdiction that will apply to any legal matters arising from the Official GSM Prospect Skate. This section is crucial for establishing the legal framework under which the waiver operates.

Applicable Law

The waiver and release of liability shall be governed by and construed in accordance with the laws of the Province of Ontario.

Federal Laws

In addition to provincial law, the federal laws of Canada applicable in Ontario will also govern this agreement.

Jurisdiction

Any legal disputes arising from this waiver or the event will be subject to the jurisdiction of Ontario courts.

Interpretation

The laws of Ontario and Canada will be used to interpret the terms and conditions of this waiver in case of any ambiguities or disputes.

This clause ensures that all parties understand which legal system will be used to resolve any potential conflicts or issues related to the waiver or the event itself.

Severability Clause

The severability clause is a standard legal provision included in the waiver to protect the overall validity of the agreement. This clause addresses the possibility that certain parts of the waiver may be found invalid or unenforceable by a court.

Key points of the severability clause:

- If any provision of the waiver is found to be invalid or unenforceable, it will not affect the validity of the remaining provisions.
- The remaining provisions will continue in full force and effect, even if a part of the waiver is struck down.
- This clause helps preserve the intent and enforceability of the waiver as a whole, even if specific parts are challenged.

The inclusion of a severability clause demonstrates foresight in legal drafting and helps ensure that the core protections for Gryphon Sports Management remain intact, even if certain aspects of the waiver face legal scrutiny.

Acknowledgment of Understanding

The final section of the waiver requires participants to acknowledge their understanding and voluntary acceptance of the terms outlined in the document. This acknowledgment is crucial for ensuring the legal validity of the waiver.

1

Read in Full

Participants confirm that they have read the entire Waiver and Release of Liability document.

2

Comprehension

They affirm that they fully understand the terms and implications of the waiver.

3

Rights Waived

Participants recognize that they are giving up substantial rights, including the right to sue.

4

Voluntary Signature

They declare that they are signing the waiver freely and voluntarily, without any inducement.

By checking the box on the application form, the participant and/or their parent/guardian(s) acknowledge and certify that the participant is entering into this agreement with full awareness of its legal implications.