

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

In consideration of being allowed to participate in any way in the athletic/sports program(s) of 2761584 Ontario Inc. operating as The Factory and/or any events and activities at a Factory facility including, without limitation, playing, training, practicing, coaching, visiting, eating, drinking and parking (each, an "Activity" and collectively the "Activities") the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury and illness (including, without limitation, communicable diseases such as COVID-19 and influenza) from the Activities are significant, including, without limitation, the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce these risks, the risks of serious injury and illness do exist.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees (as such term is defined below) or others, and assume full responsibility whether on-ice or anywhere else in a Factory facility or parking lot.
3. I represent and warrant that my current health does not impair my ability to participate in the Activities. I have not been advised to avoid any physical activity by a doctor or any other health professional. I represent and warrant that I will advise Factory management should my current health condition change in anyway.
4. I willingly agree to comply with all terms and conditions established by the Factory for the Activities or otherwise applicable to a Factory facility. If I observe any unusual significant hazard during my presence or participation at or around the Factory facility, I will remove myself from participation and immediately bring such to the attention of to the nearest coach, official or rink staff at the facility.
5. I for myself and of my heirs, successors, assigns, person representatives and next of kin, hereby release and hold harmless 2761584 Ontario Inc. (operating as The Factory), its affiliates and each of its and their former, current and future directors, administrators, members, officers, shareholders, owners, officials (both on and off-ice), coaches, management team, employees, volunteers, agents, assigns, and/or any other participants, attendees, sponsoring agencies, sponsors and/or advertisers, (collectively, the "Releasees") from any and all known and unknown liabilities, obligations, claims, demands, costs, expenses, losses and damages (collectively, the "Losses") that I, or my successors or anyone claiming under me or them, or on my or their behalf, may have for all injuries, illnesses, disabilities, and/or other Losses sustained or incurred by me or any other person or any of my property or the property of any other person in connection with any Activity whether caused by the negligence of the Releasees or otherwise.
6. Furthermore, for greater certainty, I release from liability and waive my rights to claim, sue and not hold responsible the Releasees due to any cause for all injuries, illnesses, disabilities and/or other Losses whatsoever (including, for greater certainty, medical, emotional, financial etc.)

I have read this Acknowledgment, Waiver and Release of Liability and Assumption of Risk Agreement and the Communicable Disease Waiver (collectively, the “Waivers and Releases”).

I fully understand the terms of the Waivers and Releases.

I understand that I have given up substantial rights by signing the Waivers and Releases.

I sign the Waivers and Releases freely and voluntarily without any inducement.

I certify that I, as a parent/guardian with legal responsibility for a participant under 18 years of age, have read and explained the provisions in the Waivers and Releases to my child/ward including the risks of the Activity at a Factory facility and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward fully understands and accepts these risks and responsibilities. I for myself, my spouse/life partner, and child/ward consent and agree the terms and conditions of the Waivers and Releases including his/her release provided hereunder and thereunder for all the Releasees and myself, my spouse/life partner, and child/ward release and agree to indemnify and hold harmless the Releasees from any and all injuries, illnesses, disabilities, and/or other Losses, incident to my child’s/ward’s involvement or participation in the Activities, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Date: \_\_\_\_\_

Participant’s Name (please print): \_\_\_\_\_

Participant’s Signature: \_\_\_\_\_

*If Participant is under 18 years of age:*

Parent’s Name (please print): \_\_\_\_\_

Parent’s Signature: \_\_\_\_\_