



PARTICIPANT WAIVER FORM
**Assumption of Risk, Release and Waiver of Liability,
and Indemnity**
(the "Agreement")

TN Iceplex Inc.
o/a "MTS Iceplex"
3969 Portage Avenue
Winnipeg, MB R3K 1W4
Phone: 204.926-5850
Fax: 204.926-5885

READ BEFORE SIGNING.

Please print all information legibly.

Participant's name: _____ (the "Participant")

Participant's age: _____ **Birthdate (mm-dd-yy):** _____

Location: **MTS Iceplex – 3969 Portage Avenue, Winnipeg MB** (the "Location")

Program(s) involved in (the "Activity"):

(check appropriate box(es)):

- WJHL Adult Hockey
- Renegades Spring Hockey
- Tournaments
- Learn To Skate/Learn To Play
- Other

In consideration of the participation of the Participant in the Activity at the Facility, the Participant and where the Participant is a minor, the Participant's parent or legal guardian (collectively the "Releasor") hereby:

1. Acknowledge and agree that the Participant's participation in the Activity is purely voluntary.
2. Acknowledge understanding of the inherent risks, dangers and hazards of the Activity and the Participant's participation therein and the potential for personal injury, death, property damage and/or loss which exists in connection herewith; and freely accept and assume all such risks of personal injury or death or damage to or loss of property.
3. Have belief that the Participant is physically, emotionally and mentally able to participate in this Activity.
4. Agree to have equipment that is appropriately sized and in working order for use in this Activity.
5. Acknowledge and understand that all applicable rules of conduct and play of the appropriate sport governing body, i.e. Hockey Canada, must be followed.
6. Agree to abide by the Guidelines & Procedures, posted throughout the MTS Iceplex, and on its website: www.mtsiceplex.ca.
7. Agree that at all times the sole responsibility for personal safety remains with the Participant, and the Participant will immediately remove him/herself from participation, and notify the nearest official, if at any time he/she senses or observes any unusual hazard or unsafe condition or if the Participant feels or experiences any deterioration in physical, emotional or mental fitness, for continued participation in the Activity.

Understand and agree, that the Releasor, and Releasor's heirs, assigns, personal representatives and next of kin, that the Participant's participation in this Activity and execution of this document constitutes:

1. An unqualified and voluntary assumption of all risks associated with participation in this Activity by the Participant even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Activity organizer and any persons associated therewith or participating therein;
2. A full and final release and waiver of liability of TN Iceplex LP, TN Arena LP, TN Hockey LP and True North Entertainment Complex LP (and their respective General Partners TN Iceplex Inc., TN Arena Inc. and TN Hockey Inc., True North Sports & Entertainment Limited), without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, shareholders, limited partners, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the Activity, sanctioning bodies, medical or rescue personnel (the "Releasees"), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise;
3. An understanding not to sue the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this Activity by the Participant; and
4. An agreement to indemnify, and to save and hold harmless the Releasees, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.

With signature(s) below, it is acknowledged that

1. This document has been read thoroughly, and is signed voluntarily and without inducement;
2. Releasor understand that the Releasees are relying upon warranties, assumptions, acknowledgements, waiver and release, undertakings and agreements when accepting the Participant's participation in the Activity;
3. Releasor understand that by signing this document that Releasor relinquishes substantial legal rights that would otherwise be retained; and
4. If this agreement is not signed by all of the Activity's Releasors, this Agreement shall nonetheless be a legal and binding obligation of each Releasor who has signed this Agreement.

Signature of Participant (Releasor)

Date(mm-dd-yy)

Witness signature

Date(mm-dd-yy)

If Participant is a minor (complete if applicable):

Signature of Parent/Guardian (Releasor)

Date (mm-dd-yy)

Witness signature

Date (mm-dd-yy)