



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY  
AGREEMENT FOR CANADA SKATEBOARD OPEN IN PERSON & ONLINE VIDEO  
COMPETITION (hereinafter referred to as "Release Agreement")

BY AGREEING TO THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: National Sporting Federation for Skateboarding, doing business as Canada Skateboard, including their respective directors, officers, representatives, employees, agents, independent contractors, sponsors, volunteers, successors and assigns (all of whom are hereinafter referred to as the "Releasees").

I hereby acknowledge that by registering at <https://www.canadaskateboard.ca/registration> ("Registration Form") for any provincial in person locations of the Slurpee Canada Skateboard Open Contest series, and/or posting a video on a public Instagram account as part of the Digital Open. I hereby acknowledge I will be participating in the Canada Skateboard Open Competition series, held from June 1st, 2023 to August the 31th, 2023 ("The Slurpee Canada Skateboard Open").

I acknowledge that I am 18 years of age or older and that I have read and understood the terms of this Release Agreement.

**NOTE: If the Participant is under 18 years of age, a parent or guardian MUST review this Release Agreement and consent to your participation by filling out the "Registration Form".** I confirm that my parent or legal guardian has read and understands this Release Agreement and they agree and consent to my participation in The Slurpee Canada Skateboard Open.

In consideration of the right to participate in The Open, which I acknowledge is good, valuable and sufficient consideration, I hereby agree as follows:

1. I acknowledge that Releasees, have not and do not assume any liability for any injury, damage or loss of any nature whatsoever which may occur as a result of any reason during The Slurpee Canada Skateboard Open;



2. I acknowledge that I may be participating in a dangerous activity in The Slurpee Canada Skateboard Open. Including the inherently dangerous skateboarding activities contemplated by The Slurpee Canada Skateboard Open. I understand that the risk of injury from the activities involved in The Slurpee Canada Skateboard Open is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE OTHER RELEASEES or others and assume full responsibility for my participation, and I willingly agree to comply with any stated and customary terms and conditions for participation;

4. I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my presence at or participation in the Activities and Programs DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND PROGRAMS;

5. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in The Open. I understand that this means I will reimburse the Releasees if a claim is made against them in connection with my participation in The Open;

6. I hereby release Releasees from any and all claims, demands, causes of action, losses, expenses, costs and liability of any nature whatsoever which I may hereafter have against any of them arising out of or in connection with The Slurpee Canada Skateboard Open.

7. I grant to Canada Skateboard the right to use my name, likeness, portrait, recorded voice, photographs, film and videos, including the video submission for The Digital Open in advertising, marketing, or other use, without compensation and without restriction as to duration, geography, media or frequency.



Canada Skateboard reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Canada Skateboard – including, without limitation, government-issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in The Slurpee Canada Skateboard Open.; (ii) for the purposes of verifying the eligibility and/or legitimacy of an entry (or a purported entry) for the purposes of The Slurpee Canada Skateboard Open.; and/or (iii) for any other reason the Canada Skateboard deems necessary, in its sole and absolute discretion, for the purposes of administering The Open. Failure to provide such proof to the complete satisfaction of the Canada Skateboard within the timeline specified by the Canada Skateboard may result in disqualification in the sole and absolute discretion of the Canada Skateboard.

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

**8. All participants 18 and under in the Street Division must wear a properly fitted helmet. All participants in the Park Division must wear a helmet, regardless of age.**

**CANADA SKATEBOARD ENCOURAGES THE USE OF HELMETS AND PROTECTIVE GEAR, REGARDLESS OF PARTICIPANTS CONTEST DIVISIONS, SKILL LEVEL OR AGE.**