

# «Bubble Madness™»

**January 1st 2016 to December 31st 2020**

## **DISCLAIMER/WAIVER OF LIABILITY FORM**

### **RISK ACCEPTANCE AND INDEMNITY AGREEMENT**

NAME OF PARTICIPANT : \_\_\_\_\_

TEAM NAME : \_\_\_\_\_

TELEPHONE NUMBER : (\_\_\_\_\_) \_\_\_\_\_

E-MAIL \_\_\_\_\_

#### **DISCLAIMER CLAUSE**

Bubble Madness™, the infrastructures used, their employees, agents partners, affiliated companies, sponsors, insurers, volunteers, representatives, administrators and managers (hereinafter refer to as "The Releasees") are not responsible for any injury, death, loss or damages of any kind suffered by any person while participating in any Bubble Madness activities, including injury, loss or damage which might be caused by the negligence of THE RELEASEES.

Initials \_\_\_\_\_

#### **DESCRIPTION OF RISKS**

In consideration of my participation in any Bubble Madness activities and games, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with playing Bubble Football and all other related activities and games, including the POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These Risks includes, but are not limited to:

- Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries which might result from participation in Bubble Madness games and activities;
- Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
- Injuries resulting from walking on a hill or in a gym, slipping and/or falling;
- Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of the RELEASEES;
- Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu;
- Death, injuries or illness resulting from failure to follow directions from those in charge of the game and all related activities;
- The risks associated with returning to my residence after participating in the program and/or related activities; and
- Other risks associated with being a spectator of or being present at a crowded, outdoor or indoor venue.

INDEMNIFICATION AND RELEASE OF LIABILITY

Considering that THE RELEASEES are allowing me to participate in any of the offered activities and have authorized me to use their installations and equipment, I, in return, agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in all of the THE RELEASEES's activities even though such risks may be caused by the negligence of the Releasees;
2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain while participating in Bubble Madness program and all related activities, even though such injury, loss or damage may have been caused by the negligence of The Releasees;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Bubble Madness program and all related activities;
4. TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES, their officers, directors, agents, volunteers, employees and representatives from liability for any and all claims, demands, actions and costs which might arise out of my participation in Bubble Madness program and all related activities, even though such claims, demands, actions and costs may be caused by the negligence of The Releasees

MEDICAL CONDITIONS

1. I agree to advise the organizers of the Event prior to the start of the activity of any existing medical conditions or injury

Initials \_\_\_\_\_

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Ontario.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

**PARENTAL CONSENT** (Mandatory if the Participant is a Minor)

I, the undersigned, declare being the parent or tutor of the participant mentioned above and, in this regard, I have full authority to bind this participant to the terms of the present contract. I therefore authorize this participant to participate in any games and activities organized by Bubble Madness and to sign the present disclaimer/waiver of liability form. If he denies this waiver of liability, I accept to indemnify the releasees.

**Parent or Legal Tutor Information:**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Bubble Madness respects your confidentiality. Every personal information we might collect will only be used to better develop our products and services. Your personal informations will not be shared, without your consent, with tiers for marketing or sell purposes. For more informations please visit [www.bubblemadness.ca](http://www.bubblemadness.ca).*