

**OFFICIAL NYTEX SPORTS CENTRE PARTICIPATION AGREEMENT  
RELEASE OF LIABILITY, WAIVER OF CLAIMS & ASSUMPTION OF RISK**

**BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN RIGHTS INCLUDING THE RIGHT TO SUE**

**ASSUMPTION OF RISK:** In consideration for the NYTEX Sports Centre granting me permission to visit and/or participate in activities for the NYTEX Summer Sports Camp including, but not limited to soccer, volleyball, dodge ball, hockey, broomball and figure skating, and in acknowledgement that these activities involve certain inherent risks, dangers and hazards, which can result in serious personal injury or death, and that ice skating arenas contain potential dangers to the public, I hereby freely agree to assume and accept any and all known and unknown risks of the injury while participating in ice skating and ice activities. I further recognize and acknowledge that the risks inherent in the sports of ice skating can be greatly reduced by: taking lessons, abiding by the Skater Responsibility Code (now known as "Your Responsibility Code") and using common sense.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of allowing me to participate in NYTEX Summer Sports Camp activities at the NYTEX Sports Centre, I hereby agree to the following:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against any NYTEX Sports Centre ("The Centre"), and all of their respective employees, officers, partners, directors, shareholders or affiliates and the League (if applicable), resulting from my activities at The Centre.
2. TO RELEASE THE NYTEX SPORTS CENTRE, ALL OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS OR AFFILIATES, AND THE LEAGUE (IF APPLICABLE) FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITY AT THE CENTRE, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE OR BREACH OF CONTRACT ON THE PART OF THE CENTRE AND/OR LEAGUE IN THE OPERATION, SUPERVISION, DESIGN, OR MAINTENANCE OF THE CENTRE.
3. PUBLICITY RELEASE. I acknowledge that Nytex Sports Centre hosts events that are public and camera-friendly. I hereby irrevocably grant THE RELEASED PARTIES the non-exclusive right to use my name, likeness (e.g. photograph, video tape, etc.) and/or biographical material about me for any legitimate purpose in any media and in such manner and at such times as THE RELEASED PARTIES, in their sole discretion, may deem appropriate or desirable, without compensation to me, provided that such use relates to my presence at the Facility and/or participation in the Event. I hereby waive all right of inspection and/or biographical material.
4. ARBITRATION: In further consideration of allowing me to participate in NYTEX Summer Sports Camp activities at The Centre, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against The Centre arising from my activities at The Centre. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitration shall apply the Federal Rules of Evidence to all proceedings. Arbitration shall be commenced within one(1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where The Centre is located, unless otherwise mutually agreed to by all parties. The submission to the American Arbitration Association shall be unlimited and any court of competent jurisdiction may enforce the arbitration award.
5. A late fee of \$5.00 per child will be assessed for each 10 minute increments until the parent arrives.

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives. **ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE NYTEX SPORTS CENTRE AND ALL ASSOCIATED PERSONS, PARTIES AND VENDORS

Any discipline problems can lead to suspension from the program that is nonrefundable.

PARTICIPATION INFORMATION		
FIRST NAME:	LAST NAME:	DOB:
PARENT/GUARDIAN EMAIL (IF MINOR):		
PARENT/GUARDIAN CELL PHONE (IF MINOR):		

EMERGENCY CONTACT INFORMATION (OTHER THAN PARENT/GUARDIAN)		
FIRST NAME:	LAST NAME:	
RELATION TO CAMPER:	PHONE NUMBER:	
FIRST NAME:	LAST NAME:	
RELATION TO CAMPER:	PHONE NUMBER:	

**X** \_\_\_\_\_

Signature of Parent/Guardian (if Minor)

\_\_\_\_\_ Date

SPECIAL ACCOMODATIONS AND/OR MEDICAL INFORMATION: