

RISK LIABILITY WAIVER
AUM 2017

PERSONAL INFORMATION OF THE PLAYER		
First name:	Name:	
Date of birth ____ / ____ / ____ (DD / MM / YYYY)		
Gender:	Health insurance number:	
Address:		
City:	Province:	Postal Code:
Phone:	Cell phone:	Email:
School attended in September 2017:		
PLAYER INFORMATION		
Have you already played ultimate? _____		
If so, how long have you been playing for? (Year, months) _____		
What is your AUM number? _____ (You must create an account at www.montrealultimate.ca/en)		

EMERGENCY CONTACT INFORMATION		
People (Adult) to contact in the case of an emergency		
1) Name:	Relationship with player:	Cell phone:
2) Name:	Relationship with player:	Cell phone:
Does the player have a medical condition that the AUM should know about? (ex: allergies, asthma, diabetes, epilepsy, injuries, etc.)		

LIMITATION OF LIABILITY AND ACCEPTANCE OF RISKS
<p>In consideration of being permitted to participate in any activities, sports, programs and events related to the Montreal Ultimate Association (the "AUM") (hereinafter the "Activities of the AUM") I, the person exercising parental authority over the player identified above (the "Player") or his/her tutor(s), recognize and voluntarily agree that:</p> <p>Considering that the AUM offers various activities, at dispersed locations and does not guarantee the presence of officials, including referees, at all Activities of the AUM, captains, coaches and players of the teams participating in the Activities of the AUM are solely responsible for ensuring the safety of the places where they play. The captains and players share the responsibility of determining whether the field is safe by examining it before they play. They are also required to take appropriate measures to ensure their safety if they feel that the field is not safe. These measures include, without limitation, refusal, whether collective or individual, to play on a field they consider potentially dangerous. The AUM never requires its members to play when they are not comfortable doing so; games can easily be rescheduled.</p> <p>When participating in the Activities of the AUM, all players have a duty to make reasonable efforts to ensure their own safety, the safety of their teammates and the safety of players of the opposing team. These efforts include, without limitation: refusal, whether collective or individual, to play against an opponent that is playing in an unsafe manner; requesting the player to immediately withdraw from the game and the field if they are considered to be playing in a dangerous way by a teammate or a member of the opposing team, acting in good faith. The captains have the additional duty to discuss all security issues with the captain of the opposing team when (a) a teammate asks that such a discussion be held; and / or (b) when the captain considers it necessary to do so.</p> <p>I recognize that the Player, as a member of the AUM and as a player participating in Activities of the AUM in the Montreal area, runs the risk of serious injury by playing any sport such as Ultimate, including traumatic brain injury, permanent disability and death, and severe social and economic losses which may result not only from the Player's actions, inactions or negligence but also the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used for the Activities of the AUM. Moreover the Player may occasionally face senior opponents, which carries the same inherent risks as described above. I also understand that the AUM does not</p>

guarantee the quality or state of fields or other facilities. The Player shall not therefore adopt dangerous behaviour or act in a careless fashion when participating in the Activities of the AUM, and shall abide by the rules of the Activities of the AUM, including the rules of Ultimate.

I hereby freely accept and assume full responsibility for all damages resulting from injury or injuries, including traumatic brain injury, permanent disability or death, whether caused or not by the Player's careless or dangerous behavior or the careless or dangerous behaviour of another ultimate player, and this as part of the Player's participation, of whatever nature, in the Activities of the AUM.

I recognize that the AUM gives directives, instructions and regulations regarding the use of fields and other facilities to ensure the safe practice of Ultimate, and regarding the conduct of members and other people on the field or around the premises where the Activities of the AUM take place, and that such directives, instructions and regulations are reasonable, and accordingly, the Player shall comply with all such guidelines, instructions and regulations decreed by the AUM.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the AUM, its directors, officers, affiliated clubs and their respective administrators, agents, coaches, employees, volunteers and other representatives, sponsors and advertisers and where applicable the owner's and lessors of the premises used for the Activities of the AUM (collectively referred to herein as "**Releasees**" and each individually as a "**Releasee**"), from all damages, costs, suits and claims, including without limitation any attorney's fees, or other costs or expenses or litigation, (collectively, the "**Liabilities**") to the fullest extent permitted by law arising from, based upon or relating to any damage or current or future injury, regardless of severity, that I, the Player or that anyone in my care may suffer as a direct or indirect consequence of the Player's participation in the Activities of the AUM or use of facilities of the AUM. Such release and discharge shall include without limitation any and all such Liabilities caused in whole or in part by the fault or negligence of any Releasee.

The Player shall play in accordance with the rules of Ultimate and maintain the spirit of the game, while keeping in mind the safety and enjoyment of other members of the AUM.

I authorize and consent that the AUM has the copyright and right to publish any photographs, videos and / or films in which I appear as part of my participation in the Activities of the AUM. I further agree that the AUM may transfer, use or consent to the use by a third party of such photographs, videos and/or films, including but not limited to use for all purposes of exhibitions, public displays, publications, commercials, Art and TV shows, without limits or reservations, in perpetuity.

I have had full opportunity to ask any questions regarding the Activities of the AUM that I may have, and I have read and understood this release. I further affirm that the Player is in good physical condition, is physically fit to participate in the Activities of the AUM and is not subject to any medical condition that poses or may pose any risk of harm or disability to Player or to others, other than as described herein. I also affirm that I have explained to the Player his/her obligations with regards to safety and spirit of the game as described herein and that he/she has understood these obligations.

This release shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein. I agree that any claim or dispute regarding the Activities of the AUM or this release that I may have will be subject to the exclusive jurisdiction of the Courts of Quebec, district of Montreal. If any portion of this release shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect. I have requested that this document be drafted in English. *J'ai demandé que le présent document soit rédigé en langue anglaise.*

Name of parent or legal guardian (please print):

Signature: _____

Date: _____

Parent or legal guardian's address (if different):

Name of other parent or legal guardian (where applicable):

Signature: _____

Date: _____

Parent or legal guardian's address (if different):

For more information: www.montrealultimate.ca or contact Christian d'Auteuil, General Manager (514-303-4048)

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