

## PARTICIPANT RELEASE

**PLEASE READ CAREFULLY - BY SIGNING THIS DOCUMENT YOU WILL ASSUME RISKS AND WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.**

**NCAA/HIGH SCHOOL ELIGIBILITY.** I understand and agree that if I am, or may become, a student-athlete I am responsible for my own eligibility and/or amateur standing. I am aware of, and agree to comply with, all applicable rules, regulations, and bylaws of my federal, provincial or local association, the NCAA, Canadian Interuniversity Sport, and of any other governing body ("the Rules"). I understand the consequences of any failure to comply with the Rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport.

For purposes of this "Participant Release" document, "Event" means the "2015 OFSAA XC Championships" event being held at Dunrave, ON on November 6-7, 2015, any and all transportation to, from and between Event locations, all product testing at the Event, and all other activities related to the Event and to my participation in the Event. In consideration of the opportunity to participate in the Event, I, the undersigned participant, acknowledge and agree that:

1. **ASSUMPTION OF RISK.** Participation in or attendance at the Event involves inherent risks, hazards, dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, my lack of skill or ability, and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. *I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I agree that none of the Released Parties will be responsible for any decisions relating to my medical care, and that the Released Parties will not be obligated to provide medical care, nor are any of the Released Parties qualified medical professionals, and where any Released Party provides such care, the Released Party shall have no liability whatsoever in connection therewith. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.*

2. **RELEASE FROM LIABILITY.** I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge NIKE Canada Corp., its affiliates and subsidiaries and their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (collectively the "Released Parties") from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties, the failure by one or more of the Released Parties to safeguard or protect me from the risks, dangers, and hazards of the Event, or otherwise, to the fullest extent permitted by law.

3. **AUTHORIZATION TO RECORD AND USE RECORDINGS, NAME AND EVENT INFO.** I hereby grant to NIKE Canada Corp., its affiliates, subsidiaries, successors, assigns and licensees (collectively "NIKE") permission to collect my Event data, film, photograph, video record and otherwise record my image, voice, or any other aspect of the recording at the Event (collectively the "Recording") and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise without any notice, additional consideration, or compensation to me. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name or likeness. If applicable, I also hereby grant NIKE permission to display my name, likeness, Event standings and results, in any media and in any manner now known or hereafter developed. NIKE shall have no obligation to use any of the rights I grant. I represent that it is not necessary for NIKE to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

4. **LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS.** I hereby grant to NIKE a perpetual license to use all comments, feedback and ideas I may share with NIKE, without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

5. **ARBITRATION.** In the event of any dispute between me and any of the Released Parties (defined above), such dispute shall be settled by arbitration administered by the International Chamber of Commerce under its Rules of Arbitration. The hearing shall be conducted in Toronto, Canada unless both parties consent to a different location and this Participant Release shall be governed by Ontario law and the federal laws of Canada applicable in Ontario, without reference to conflicts of law principles. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

6. **SEVERABILITY.** If any term of this Participant Release, or the application to any Person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Participant Release or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and each remaining term of this Participant Release shall be separately valid and shall be enforceable to the fullest extent permitted by law.

7. **LANGUAGE.** This Participant Release and all notices relating thereto have been drawn up in English at the express request of the parties. *La présente quittance ainsi que tous les avis s'y rapportant ont été rédigés en anglais à la demande expresse des parties.*

I have read this Participant Release, am over the age of majority, fully understand and agree to its terms, and understand that I am giving up substantial rights by agreeing to it. I agree to this Participant Release freely and voluntarily, without any inducement or coercion. I agree to abide by the rules, regulations, policies and procedures of the Event and any facilities at which the Event is held, as such may be established from time to time by NIKE and/or the management and/or owners of such facilities.

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

DATE OF BIRTH: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ, SIGN BELOW AND RETURN TO NIKE:**

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the Event. I understand that transportation may be provided, and, in the event transportation is provided, I consent to the participant taking the bus, car or other vehicle provided. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Participant Release, and (2) authorize NIKE to arrange for any necessary medical treatment for Participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law, and agree to indemnify and hold harmless the Released Parties from any and all claims, causes of action, costs, and damages (including legal costs) which may be suffered or incurred by one or more of the Released Parties arising out of any personal or bodily injury, disability, death, loss or damage to person or property, in connection with the participation of the above-named participant in the Event, whether arising from the negligence of any or all of the Released Parties, the failure by one or more of the Released Parties to safeguard or protect the above-named participant from the risks, dangers, and hazards of the Event, or otherwise.

\_\_\_\_\_  
PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED