

**BOYS AND GIRLS CLUB OF WINNIPEG:**

**ASSUMPTION OF RISKS, WAIVER OF CLAIMS, RELEASE AND IDEMNIFICATION AGREEMENT**

**WARNING: BY ENTERING INTO THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING  
THE RIGHT TO SUE - PLEASE READ CAREFULLY**

I, the "Participant" (or volunteer), will voluntarily participate in BGC Winnipeg's Annual Invitational Basketball Tournament (the "Event"). This tournament follows all Official Rules & Regulations of Winnipeg Minor Basketball Association ("WMBA"). By executing this Assumption of Risks, Waiver of Claims, Release and Indemnification Agreement (this "Release"), I agree to follow the Official Rules & Regulations –available at [www.wmба.ca/content/league-handbook](http://www.wmба.ca/content/league-handbook).

Any capitalized terms not defined herein have the definitions set out in the Event Rules. If I qualify for any Prize under the Event Rules, I will be given the Prize as described in the official Event Rules, or the equivalent substitution as determined by the Boys and Girls Clubs of Winnipeg ("BGCW"), provided I have been declared a winner, and I comply and have complied with the Event Rules and have agreed to and submitted this Release.

In consideration of my participation in the Event and of any receipt or use by me of any Prize which I may be awarded under the Event Rules, I hereby agree as follows:

1. I have read and understood the official Event Rules and that I have complied with, and will continue to comply with, all the terms and conditions of the Event Rules and this Release;
2. I understand and agree that any award must be accepted as is;
3. I fully understand that any misrepresentation of fact as to my eligibility whether intentional or unintentional will be sufficient cause to disqualify me from participation in the Event and forfeit any Prize.

In consideration of being permitted to participate in the Event, I do hereby on behalf of myself, my personal representatives, heirs, next of kin, and assigns, freely and voluntarily execute this document under the following terms:

### **SECTION A: ASSUMPTION OF RISKS:**

I acknowledge, agree, and represent that:

I know and understand that participating in the Event involves inherent risks, dangers and hazards, including but not limited to the following: risks of personal injury from slips, falls, collisions, strenuous activity and the conduct of other participants. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, harm, death, property damage or loss, resulting there from, and responsibility for losses, costs, and damages, however caused, that I incur as a result of my use of the facilities and my participation in activities at the Event. I am physically fit to participate in the Event.

### **SECTION B: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:**

I hereby agree:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against BGCW, its funders, and any additional sponsors and/or award providers of the Event, along with their directors, officers, employees, volunteers, members, agents, and contractors (collectively, the "Releasees") and their respective successors and assigns;

TO RELEASE AND FOREVER DISCHARGE THE RELEASEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY LOSS, DAMAGE, INJURY, WRONGFUL DEATH OR EXPENSE THAT I MAY SUFFER, as a result of participation in the Event or as the result of my receipt of any Prize, however caused, including, but not limited to negligence of the Releasees, breach of contract, and breach of any statutory or other duty of care; and TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE RELEASEES and their respective successors and assigns from any and all liability, claims, actions, causes of action and demands of whatever kind or nature, either in law or in equity, whether foreseen or unforeseen, which may arise or may hereafter arise from my participation in the Event, or as the result of my receipt of any Prize, or for any damage to property of, or personal injury to, any third party, resulting from such participation and for all costs, including legal fees in connection with such claims.

I UNDERSTAND AND AGREE THAT I am not only giving up the right to sue the Releasees on my own behalf, but also any right of my respective heirs, next of kin, executors, administrators, and assigns may have to sue resulting from my injury or death.

### **SECTION C: MEDIA CONSENT AND RELEASE:**

I HEREBY GIVE BGCW and its funders and any additional Event sponsors and Prize providers consent to use and reproduce my name, image, likeness and any photographs or videotaped interviews of me relating to my participation in the Event (the "Materials") for promotional or any other purposes. The Materials may be used either in whole or in part by BGCW, its member Clubs, any Event sponsors, award providers or additional external partners and/or media outlets (newspaper, T.V. & radio stations, websites, social media etc.) in promotional videos, television commercials, program brochures, posters, on the World Wide Web or otherwise displayed to the public or used for other commercial, educational or fundraising purposes. I release the Releasees and their agents from any and all claims, of any nature, based on any uses of the Materials.

Any Materials may be used by the public media for any publicity purposes including but not limited to websites, social media, publications, videos, print and television news.

I FURTHER AGREE and acknowledge that I will not receive any compensation for any use of the Materials for the purposes set out above.

### **SECTION D: MEDICAL CONSENT AND RELEASE:**

In the event of accident or apparent illness, I irrevocably authorize BGCW and/or its staff or volunteers to secure emergency medical services and treatment, if in their judgment such services or treatment are necessary. I understand that in the event of medical emergency efforts will be made to contact the person I have identified to BGCW as my emergency contact. I also hereby release and forever discharge the

Releasees from any claim whatsoever, upon the same terms as set out in Section B above, which arises or may later arise as a result of any first aid, or other medical services rendered to me in connection with any injury or medical emergency during my participation in the Event.

### **SECTION E: CHOICE OF LAW:**

I FURTHER AGREE that this agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein. Any action, proceeding or litigation concerning this agreement on my participation or appearance in the Event may only be brought in the Court of Kings Bench, which shall have exclusive jurisdiction over me and the subject matter of any such proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ENTERING INTO THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I UNDERSTAND that if I have any questions regarding this Agreement, I should consult a lawyer prior to executing the Agreement.

Participant/Coach name:	
Participant signature:	
<b>OR</b> Signature of parent/legal guardian:	
(the "Participant") telephone number:	
Print witness name clearly:	
Witness signature:	
Emergency contact name:	
(the "Emergency Contact") telephone number:	
Signed this day      of      2026	