

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(the "Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

Initials

PLEASE READ CAREFULLY

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN ANY WAY IN ANY ACTIVITY RELATED TO ENERGY FOR ALL INC, INCLUDING SOCCER GAMES, I, FOR MYSELF AND FOR MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN COVENANT AS FOLLOWS:

1) DEFINITIONS

In this Agreement, "Soccer Activity" means the act of playing soccer and includes but is not limited to:

- (a) Participation in any soccer game or soccer practice in any way connected with Energy For All ;
- (b) Preparation for soccer games in any way connected with Energy For All ;
- (c) Being a spectator or being on the sidelines during soccer games in any way connected with Energy For All ;
- (d) Travelling to and from soccer games in any way connected with Energy For All ;
- (e) Participation in social events in any way connected with Energy For All ; and,
- (f) All activities incidental to participating in soccer games, soccer practices, and social events in any way connected with Energy For All

2) ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I acknowledge, agree and represent that I understand the nature of Soccer Activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in Soccer Activities

I am aware that Soccer Activity involves many risks, dangers, and hazards including, but not limited to: collision with (or being knocked down or tripped by) other players, referees, goalposts, flags, pylons, or other objects; either intentional or unintentional physical contact between players that may result in injury; being struck and injured by the ball or other airborne equipment; slipping or falling on the playing field; tripping on holes, bumps, rocks, or other hazards on the playing field; being cut or scraped by other players or their equipment; being struck by lightning; being struck by vehicles while retrieving a soccer ball outside the playing field; and **NEGLIGENCE ON THE PART OF ENERGY FOR ALL OR THEIR STAFF OR CONTRACTORS, INCLUDING THE FAILURE ON THE PART OF ENERGY FOR ALL TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SOCCER ACTIVITY.** I am aware that these risks, dangers and hazards may be caused by my own actions or inactions, the actions or inactions of others, or the conditions in which Soccer Activity takes place. I am also aware that the risks, dangers and hazards referred to above exist on and around the playing field and are not marked or easily visible. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ALL LOSS RESULTING THEREFROM.**

3) RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I further agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **ENERGY FOR ALL**, its directors, officers, employees, agents, representatives, administrators, members, volunteers, contractors, sponsors, advertisers, and if applicable, other participants and owners/lessors of premises on which Soccer Activity takes place (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Soccer Activity due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH, NEGLIGENT RESCUE OPERATIONS, OF ANY STATUTORY OR OTHER DUTY OF CARE,**

INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, R.S.A. 2000, c. 0-4, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SOCCER ACTIVITY REFERRED TO ABOVE.

Initials

2. If, despite signing this Agreement, I or anyone on my behalf makes a claim against any of the Releasees, **I WILL INDEMNIFY** each of the Releasees from any costs, expenses, or damages incurred by the Releasees, including lawyer fees on a solicitor and his own client (full indemnity) basis.
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability, expenses, or costs for any damage to property of, or personal injury to, or death of, any third party, resulting from my participation in Soccer Activity, including lawyer fees on a solicitor and his own client (full indemnity) basis.
4. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
5. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and
6. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.
7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application thereof to any person or circumstance shall not be affected thereby and each covenant, obligation and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
8. 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 HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF ENERGY FOR ALL

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED BY THE PARTICIPANT, AND WITNESSED BEFORE THE PARTICIPANT WILL BE PERMITTED TO PARTICIPATE IN SOCCER ACTIVITY.

Signed this _____ day of _____, 20__.

Participant _____
Please print name clearly

signature

Witness _____
Please print name clearly

signature