

RELEASE AND INDEMNITY

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

In consideration of the participation of _____ (the "Participant") in _____ (the "Activity") at Canadian Tire Centre (the "Facility"), the Participant and where the Participant is a minor, the Participant's parent or legal guardian (collectively the "Releasers"), hereby agrees as follows:

1. The Releasers acknowledge and agree that the Participant's participation in the Activity is purely voluntary.
2. The Releasers are aware of and understand the inherent risks, dangers, and hazards of the Activity and the Participant's participation therein and the potential for personal injury, death, property damage and/or loss which exists in connection therewith. The Releasers hereby freely accept and assume all such risks of personal injury or death or damage to or loss of property.
3. **The Releasers agree TO WAIVE ANY AND ALL CLAIMS against each and every one of, Capital Sports & Entertainment Inc. (the Ottawa Senators), Capital Sports Properties Inc. (Canadian Tire Centre), Aramark Entertainment Services (Canada), Inc., the National Hockey League ("NHL"), the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA and current and former players, and each of their respective affiliates, parents, and related entities, as well as the owners, governors, officers, directors, partners, partnerships, principals, employees, agents, representatives, volunteers, sponsors, promoters, and advertisers of all the foregoing, and the organizers, promoters, sponsors, suppliers and advertisers of the Activity (collectively the "Releasees"), and to REMISE, RELEASE AND FOREVER DISCHARGE EACH AND EVERY ONE OF THE RELEASEES from any and all demands, losses, claims, costs, damages, expenses and liabilities for any loss, damage, expense or injury, including death, that the Releasers may suffer, as a result of the Participant's participation in the Activity, howsoever arising, including NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE *OCCUPIERS' LIABILITY ACT* (ONTARIO), ON THE PART OF ONE OR MORE OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE BY ONE OR MORE OF THE RELEASEES TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITY (AS DEFINED ABOVE).**
4. Each of the Releasers that is a parent or guardian agrees TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all actions, losses, claims, costs, damages, expenses and liabilities (including legal fees and court costs) which may be suffered or incurred by one or more of the Releasees arising out of or as a result of or relating in any manner whatsoever to any injury to persons (including injuries resulting in death) and/or loss of or damage to property, in connection with the participation of the Participant in the Activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. No ALCOHOL allowed to be brought into or consumed in the Canadian Tire Centre during ice time. This includes changing areas.

Pursuant to the Liquor License Act of Ontario, any participant showing signs of intoxication will be asked to leave the building as this is a licensed area under the Alcohol and Gaming Commission of Ontario.

6. By participating in the Activity, each of the Releasors grants its permission to the Releasees (and any of them) to take photographs of the Participant and/or to use the Participant's name, likeness or any other identification for advertising, marketing, publicity, instructional or other purposes in connection with the Activity and/or the Facility and/or any related activity of any of the Releasees, in any medium, at any time and from time to time, without compensation and without right of prior review or approval by the Releasors (except where prohibited by law).

7. The Releasors acknowledge and agree that in all matters relating to the Activity including the allocation of any prize, if applicable, the decision of Capital Sports & Entertainment Inc. (Ottawa Senators) shall be final and binding.

8. This release shall enure to the benefit of the respective heirs, next of kin, executors, administrators, successors and assigns of the Releasees and shall be binding on each of the Releasors and their respective heirs, next of kin, executors, administrators, legal personal representatives, successors and assigns. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario. This Agreement is meant to be liberally construed to protect those entities and individuals listed above to the fullest extent allowed by law.

9. The Releasors acknowledge: having been given full opportunity to read this agreement before signing it; having had full opportunity to ask any questions regarding the Activity; and, having read and understood this agreement (or where the Participant is a minor, having his/her parent or legal guardian read the agreement and explain it to the Participant).

10. If this Agreement is not signed by all the Releasors, this Agreement shall nonetheless be a legal and binding obligation of each Releasor who has signed this Agreement.

Participant's Signature: _____

Date: _____

Witness: _____

Participant's Address: _____

Signature of Parent:

or Legal Guardian: _____

Date: _____

Witness: _____

Full Name and Address of Parent

or Legal Guardian (please print): _____