

## **TWHA Waiver & Privacy Policy**

## **TWHA Waiver**

In consideration of acceptance of the registration application, I, on behalf of myself, the Player and any other family members, heirs, assigns or anyone with a potential claim with respect the Player's participation in the TWHA Hockey Program:

- 1. consent to the Player's participation in Trails West Hockey Association (TWHA);
- 2. acknowledge that I am the legal parent and guardian of the Player and that I have the legal right to register the Player with TWHA;
- that I agree to provide TWHA with copies of any documentation that they may require in order to assure themselves that I have the legal right to register the Player with TWHA;
- consent to the collection, use and disclosure, by TWHA, of personal information contained herein for all reasonable purpose and in accordance with TWHA policies, as amended from time to time;
- 5. acknowledge that I/(we) have fully disclosed any physical conditions, disabilities and/or injuries that the Player may have to TWHA;
- 6. acknowledge that participation in TWHA is subject to certain risks, including, but not limited to, the risk of injury or death;
- 7. release and forever discharge TWHA, its member organizations, directors, officers, agents, employees and volunteers from any claims, demands, actions, or causes of action however caused arising out of or in connection with any loss, personal injury, death or property damage that I/(we) or the Player incurs due to the Player's participation in TWHA, and any associated entity/facility/corporation that has a contractual or non-contractual relationship with TWHA including but not limited to Flames Community Arenas; notwithstanding any such loss, personal injury, death or property damage may have arisen by reason of the negligence of TWHA, its member organizations, directors, officers, agents, employees or volunteers;
- 8. indemnify TWHA, its member organizations, directors, officers, agents, employees and volunteers from any claims, demands, actions, or causes of action which may be made against them by any other person or organization that might ordinarily have a claim arising out of the participation of the Player in TWHA.

## TWHA Privacy Policy

Personal information is collected for the purpose of registration for TWHA programs, registration of kids and parents, the administration of TWHA programs, providing information to Hockey Canada, Hockey Alberta and Hockey Calgary as partners with TWHA programs, as well as the communication between TWHA (including instructors, coaches, program managers



and coordinators) and registrant. I hereby consent to the collection, use and disclosure of personal information for such purposes.

**NOTICE**: THIS AGREEMENT IS LEGALLY BINDING. BY ACCEPTING IT YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION FROM TWHA, ITS MEMBER ORGANIZATIONS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR VOLUNTEERS, THROUGH THE COURTS OR OTHERWISE, FOR ANY LOSS, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF THE TWHA HOCKEY PROGRAM, EVEN IF SUCH LOSS, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WAS CAUSED BY THE NEGLIGENCE OF THOSE PERSONS OR PARTIES.

By entering your name and clicking the box "I Agree", "I Accept", "Sign Waiver"; you agree to the terms and conditions of this Agreement, the Association By-laws, and any documents included by reference. You further agree that this User Agreement forms a legally binding contract between you and the Association, and that this Agreement constitutes "a writing signed by you" under any applicable law or regulation. Any rights not expressly granted herein are reserved by the Association. This Agreement is subject to change by the Association without prior notice (unless prior notice is required by law), by posting of the revised Agreement on the Association website.

By entering your Username and Password to gain access to the TeamSnap Hockey Canada registration form this is considered your "Digital Signature" and is binding to all information provided. Digital Signatures are legally binding as outlined in the Freedom of Information and Protection of Privacy Act (the "FOIP Act") under Section 7. Your "Digital Signature" acknowledges your agreement, including consent where indicated.