

Ottawa Senators Hockey Club.

WAIVER, RELEASE AND INDEMNITY AGREEMENT THIS FORM TO BE SIGNED ONLY BY PERSONS 18 YEARS AND OLDER PLEASE READ CAREFULLY:

Name of Participant: (the "Participant") \_\_\_\_\_ (Print Name)

Name of Activity: (the "Activity") Location of Activity: \_\_\_\_\_ (the "Location")

IN CONSIDERATION OF being permitted to participate in any way in the Ottawa Senators Hockey Club. ("SSE") activities, in particular, the Activity described above, I, for myself, my heirs, successors, executors, administrators and assigns:

1. REMISE AND FOREVER RELEASE SSE, Ottawa Senators Hockey Corp., and their respective parent, subsidiary, affiliated and associated companies, and their directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns, any sponsors, advertisers and other participants, and, if applicable, the owners and operators of the Location (collectively, the "Releasees") of and from any and all manner of actions, causes of action, suits, debts, costs, claims, damages and demands arising out of or in consequence of any loss, injury or damage to my person or property, including death, incurred or suffered by me while attending at, using, occupying or participating in the Activity and any activities at the Location, notwithstanding that any such loss, injury or damage, including death, may have arisen by reason of the negligence of the Releasees;

2. FULLY UNDERSTAND the risks and dangers of serious injury, including permanent disability, paralysis and death (the "Risks"); these Risks may be caused by my own actions or inactions, the actions or inactions of others, the condition in which the Activity takes place, or the negligence of the Releasees; there may be other risks and social and economic losses, either not known or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the Activity.

3. WARRANT that I will not commence any Court proceedings against any party in connection with, or in any way relating to, the subject matter of this Agreement, including, without limiting the generality of the foregoing, the Releasees;

4. AGREE TO INDEMNIFY AND SAVE HARMLESS each of the Releasees of and from any and all manner of actions, proceedings, claims, costs, losses, damages, expenses, legal fees on a solicitor and own client basis, or demands whatsoever that may be brought against the Releasees or any or all of them, or which they may sustain, pay or incur as a result of, arising out of or in connection with or in consequence of my attendance at, use or occupation of the Location or participation in the Activity or any activities incidental thereto, including as a result of my own negligence;

5. GRANT to SSE, without further compensation, the unrestricted right to publish, in its discretion, my name, photograph, portrait, likeness, voice and any film rendering or tape recording of me for advertising and promotional purposes in connection with the Activity in any form of publication or display including, without limitation, newspapers and other print publications, radio and television broadcasts, film releases and interactive media worldwide;

6. REPRESENT that I am the full age of eighteen (18) years or older;

7. ACKNOWLEDGE AND AGREE that all matters relating to the Activity including decisions made by the judges and allocation of any prizes, if applicable, are final and binding;

8. UNDERSTAND AND AGREE that my participation in the Activity and my use and occupation of the Location is voluntary and I declare that I have read this Agreement and understand its contents and sign it voluntarily, and that I must comply with all directions and policies of the Releasees;

9. ACKNOWLEDGE AND AGREE that this Agreement shall be binding upon me, my heirs, personal representatives, administrators, executors and assigns; and

10. ACKNOWLEDGE AND AGREE that this Agreement is to be construed in accordance with the laws of the Province of Ontario and that I attorn to the exclusive jurisdiction of the Courts of the Province of Ontario.

IN WITNESS WHEREOF I have executed this Waiver, Release and Indemnity Agreement,

in the City of \_\_\_\_\_,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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