CONSENT, WAIVER, RELEASE, AND INDEMNITY AGREEMENT
(the "**Agreement**")

BY CLICKING "ACCEPT" BELOW, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

PLEASE READ CAREFULLY!

In consideration of Okanagan Hockey Group Inc. (the "**Company**") permitting the participant (the "**Participant**") to participate in all hockey camps and related activities, programs and/or events made available and/or organized by the Company (the "**Camps**"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I (if 19 years or older), or if under 19 years, the Participant's parent or legal guardian ("**I**", "**me**", "**my**" or "**myself**"), hereby enter into this Agreement for myself and, if a parent or guardian, on behalf of the Participant, with and for the benefit of the Company and its affiliates and their respective directors, officers, employees, contractors, volunteers, partners, agents, representatives, shareholders, successors and assigns (individually, a "**Releasee**" and, collectively, "**Releasees**"). In consideration of my use of the Camps, I acknowledge and agree as follows:

ASSUMPTION OF RISKS AND RELEASE

I fully understand and acknowledge that: (a) there are inherent risks, dangers, and hazards that exist as a result of the Participant's participation in the Camps; (b) the Participant's participation in the Camps may result in loss, damage, injury, harm, or illness including, but not limited to, loss of property, property damage, bodily injury, loss of life, concussions, fractures, partial and/or total paralysis, or other ailments or injuries that could cause serious disability; and (c) these risks and dangers may be caused by the negligent acts or omissions of the Releasees and/or accidents or other causes. I further understand and acknowledge the Releasees make no representations or warranties regarding the condition, safety, fitness for purpose, or suitability of any equipment or other property provided, owned, and/or maintained by any of the Releasees for use during the Camps. I HEREBY ACCEPT AND ASSUME FULL RESPONSIBILITY for any and all risks arising from the Participant's participation in the Camps.

As a condition of, and in consideration of the Participant's participation in the Camps, I HEREBY RELEASE THE RELEASEES from any claims, demands, liabilities, losses, damages, costs, actions or causes of action of every nature and kind whatsoever (collectively, "**Claims**") that I may have against the Releasees arising out of the Participant's participation in the Camps or out of the cancellation, postponement, relocation, shortening, or modification of any Camp, whether direct, indirect, special, or consequential, including, without limitation, on account of any injury, harm, illness, disability, loss or damage of any kind (including, without limitation, lost or stolen personal articles) due to any negligent act or omission whatsoever on the part of the Releasees, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation, or otherwise.

INDEMNIFICATION

Should this Agreement be ineffective or insufficient in releasing the Releasees with respect to any Claim noted in the paragraph immediately above, I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES WITH RESPECT TO ALL ASPECTS OF SUCH CLAIM, INCLUDING WITHOUT LIMITATION A CLAIM BROUGHT BY A MINOR PERSON OR A PERSON UNDER A LEGAL DISABILITY FOR WHOM I AM THE PARENT OR GUARDIAN.

I FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any third party's Claims arising out of the Participant's participation in and use of the Camps, including, without limitation, on account of any injury, harm, illness, disability, loss, or damage of any kind due to any negligent act or omission on my part.

INSTRUCTORS

I acknowledge and agree that the Company reserves the right to substitute, reassign, or replace any instructor, coach, or facilitator originally advertised, scheduled, or assigned to lead or participate in the Camps, at any time and for any reason, including but not limited to illness, scheduling conflicts, emergencies, or other changes in availability. I understand that such substitutions may occur without prior notice and do not constitute grounds for my cancellation or any refund in relation to the Camps, or for any Claim against the Releasees.

CAMP CANCELLATION AND REFUNDS

Force Majeure Event. A "**Force Majeure Event**" means any cause or event beyond the reasonable control of the Company that prevents, prohibits, or makes unsafe or impracticable the delivery of a Camp, in whole or in part, including: fire, wildfire, smoke, or impaired air quality; flood, storm, extreme heat or cold, or other adverse weather or natural event; earthquake or other act of God; evacuation order, state of emergency, air quality advisory, or other order, directive, or advisory of any governmental, public health, or emergency authority; epidemic or pandemic; act of war, terrorism, civil commotion, riot, arson, vandalism, criminal act, threat, active assailant, or other security incident; strike, lockout, or other labour action; explosion, mechanical breakdown or malfunction, or failure or interruption of ice plant, refrigeration, water, electricity, gas, transport, or other utilities or services; burst or frozen pipes, flooding, or other damage to or failure of a facility; and any closure, evacuation, restriction, or loss of access to all or any part of a facility, including any area of a multi-use facility other than the ice surface, or any cancellation, suspension, or restriction of the Company's booking, permit, or licence by a facility owner or operator.

Force Majeure Cancellation. "**Affected Portion**" means the proportion of the total scheduled **Camp** days that were not delivered due to the Force Majeure Event**.** I acknowledge and agree that if the Company gives me written notice that a Camp, or any scheduled portion of a Camp, is cancelled as a result of a Force Majeure Event, whether before or after the scheduled start time of the Camp, my sole and exclusive entitlement is a cash refund equal to fifty percent (50%) of the **Camp** fees attributable to the Affected Portion, calculated by multiplying the total Camp fees paid by the Affected Portion. If the entire Camp is cancelled, the Affected Portion is one hundred percent (100%) and the refund is fifty percent (50%) of the

total Camp fees; if only part of the Camp is cancelled, the refund is calculated pro rata using the Affected Portion. No Non-Refundable Amounts are deducted from this refund. This cash refund is my sole and exclusive remedy for the cancellation resulting from the Force Majeure Event, and no Camp Credit or other compensation is payable beyond the cash refund described in this provision.

Changes are not cancellation. I acknowledge and agree that a reduction in the number of sessions, hours, or ice times; a change of instructor, coach, or facilitator; a change of facility, ice surface, or location; a change of dates, times, format, or programming; or the substitution of alternative programming, in each case made in response to a Force Majeure Event, does not constitute a cancellation of the Camp and does not entitle me to any credit, refund, or Claim against the Releasees. No Force Majeure Event constitutes a cancellation of a Camp unless the Company gives me written notice that the Camp is cancelled.

Reschedule or substitution. I acknowledge and agree that where a Force Majeure Event affects a Camp, the Company may offer a rescheduled Camp session, a substituted session of comparable value, or an alternate location, format, or schedule, and that if I accept any such offer my fees remain fully applied to that session and no credit or refund is payable.

Non-Refundable Amounts. "**Non-Refundable Amounts**" means the $75 administrative fee per Camp. I acknowledge and agree that the Non-Refundable Amounts are not refundable and are deducted in calculating any cash refund of Camp fees payable to me, including any refund payable on a cancellation by me under the Company's cancellation deadlines published at the time of registration and any refund payable on a cancellation by the Company for any reason other than a Force Majeure Event. For clarity, the Non-Refundable Amounts are not deducted in calculating the fifty percent (50%) cash refund payable under the "Force Majeure Cancellation" provision, which is calculated on the total Camp fees paid. No credit or refund is payable in respect of any merchandise, equipment, or apparel purchased, or any travel, accommodation, meal, transportation, or other expense incurred by me, the Participant, or any other person in connection with a Camp, and the Releasees have no liability for any such expense or for any indirect, incidental, or consequential loss arising from the cancellation, postponement, relocation, shortening, or modification of a Camp.

ACKNOWLEDGEMENT OF PRE-INCURRED COSTS

I acknowledge and agree that the Company incurs substantial costs and expenses in advance of and in preparation for each Camp, including facility and ice rental, permits, staffing, equipment, insurance, and administration, that those costs are largely non-recoverable once incurred, and that a portion of the Camp fees covers those costs irrespective of whether the Camp is delivered in whole, in part, or not at all. I acknowledge and agree that the 50% cash refund of Camp fees attributable to the Affected Portion and the other refunds set out above are fair and reasonable, that the 50% cash refund represents an agreed sharing between the Company and me of the risk of a Force Majeure Event, and that any cash refund or Camp Credit (or the absence of any cash refund or Camp Credit) provided for in this Agreement is fair and reasonable, reflects an agreed sharing between the Company and me of the risk of a Force Majeure Event, does not constitute a penalty, and that I enter into this section freely and voluntarily.

Insurance. I acknowledge that third-party refund insurance is offered at the time of online registration, that such insurance may provide coverage for the remaining fifty percent (50%) of the Camp fees attributable

to the Affected Portion or otherwise provide a cash recovery greater than the amounts provided for above, that the Company does not administer and is not responsible for any such insurance coverage or claim, and that all insurance claims must be made to the insurer.

No chargebacks. I agree not to initiate a chargeback or any similar action to dispute or reverse any payment governed by this section. I acknowledge and agree that if I do so, I am responsible for all associated fees and costs, and the Company may contest the dispute, recover its costs, and decline future registrations by me or the Participant.

Cancellations by the Company for other reasons. I acknowledge and agree that if the Company cancels a Camp for any reason other than a Force Majeure Event, I will receive a refund of the Camp fees paid for that Camp, less the Non-Refundable Amounts described in the "Non-Refundable Amounts" provision above. Cancellations by me continue to be governed by the Company's cancellation deadlines published at the time of registration.

Cancellations by me. Notwithstanding the Company's cancellation deadlines published at the time of registration, no refund or credit of any kind, including any Camp Credit, is payable in respect of any cancellation by me or the Participant made on or after May 15, and the full Camp fees remain payable and are non-refundable, including the Non-Refundable Amounts.

CONSENT TO USE OF LIKENESS AND WAIVER OF RIGHTS

I hereby irrevocably permit, authorize, grant and license to the Releasees the right to display, exhibit, reproduce, photograph, video, digitize, edit and otherwise use the Participant's name, image, likeness, appearance, voice, and all materials created by or on behalf of the Company in association with the Camps that incorporate any of the foregoing (the "**Materials**") in perpetuity throughout the world in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on brochures, arena bulletin boards, media, tournament programs, other print publications, electronic media, advertising and promotional materials, any of the Releasee's websites or social media accounts, streaming platforms, the internet and other digital transmission or delivery methods, on any platform and for any purpose, existing now or in the future, including but not limited to, advertising, public relations, publicity, packaging, and promotion of the Participant and/or the Releasees and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to the Participant.

The Releasees shall be the exclusive owner of all right, title, and interest in and to the Materials, including all copyrights in perpetuity throughout the world. I hereby irrevocably grant, transfer, assign, and otherwise convey to the Company my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the world in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I hereby irrevocably waive any and all moral rights in the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by any of the Releasees, and that the Releasees have no liability to the Participant for any editing or use of the Materials, or for any presentation of the Participant. The Company has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

I represent and warrant to the Company that its ownership and use of the Materials do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of personality or publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith.

CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

Pursuant to Canada's Personal Information Protection and Electronic Documents Act and/or British Columbia's Personal Information Protection Act (as applicable), and the Company's privacy policy (accessible at https://www.okanaganhockey.com/about/privacy-policy), I hereby give consent to the collection, use and disclosure of personal information relating to the Participant by the Company as follows:

Purpose	Personal Information Being Collected, Used, and/or Disclosed
• Provision of medical care and health related services, i.e. athletic therapy services, injury management, and strength and conditioning services, whether by the Company or by individuals and/or companies contracted by the Company to provide such services	• Name, assigned gender, preferred gender, personal pronoun date of birth, contact information (mailing address, email address, phone number), height, weight, medical history (including records, charts, diagnoses, assessments)
• Communication required by Hockey Canada with respect to eligibility	• Name, assigned gender, preferred gender, personal pronoun date of birth, contact information (mailing address, email address, phone number)
• Communication with higher-level hockey organizations	• Name, assigned gender, preferred gender, personal pronoun date of birth, contact information (mailing address, email address, phone number), player statistics (e.g. height, weight, performance), photographs, videos
• Response to any insurance claims	• Name, assigned gender, preferred gender, personal pronoun date of birth, contact information (mailing address, email address, phone number), names and contact information fo parents/guardians, academic records, medical history (including records, charts, diagnoses, assessments)

The purpose of this consent is to allow the Company to provide appropriate day-to-day supervision, support and guidance of or to the Participant.

MISCELLANEOUS

Subject to the Company's cancellation deadlines published at the time of registration, which are incorporated into this Agreement by reference, this Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Unless the context requires otherwise, words importing the singular include

the plural and vice versa and words importing gender include all genders. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to my benefit and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of British Columbia, and I hereby consent to the exclusive jurisdiction of such courts.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING MY LEGAL RIGHTS, AND THOSE OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN, INCLUDING THE RIGHT TO SUE THE RELEASEES.

BY CLICKING "ACCEPT", I ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. IF THE PARTICIPANT IS UNDER 19 YEARS, I REPRESENT AND WARRANT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT AND I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY CLICKING "ACCEPT", DO CONSENT TO THIS AGREEMENT.