



PARTICIPATION AGREEMENT

TERMS OF SERVICE · ASSUMPTION OF RISK · RELEASE

Off Ice Hockey
off-ice-hockey.ca

Please read this agreement carefully before signing. It sets out the terms on which Off Ice Hockey provides its training program, and it asks you to accept risk and to give up certain rights to bring a legal claim.

DEFINITIONS

"OIH", "we" and "us" mean Off Ice Hockey, the provider of the Program. "You" means the parent or legal guardian who signs this agreement. "the Participant" means the child named in the signature section. "the Program" means the Off Ice Hockey training program for the age band licensed to you, delivered through the Application. "the Application" means the Off Ice Hockey web application and any related materials. "Licence" means the right of access granted under clause 3.

THE SERVICE

- What OIH provides.** OIH provides a structured physical training program delivered as software and written instruction. The Program includes strength, speed, agility, jumping, conditioning and hockey-skill exercises, and fitness testing appropriate to the age band selected.
- What OIH does not provide.** OIH does not supervise, coach, assess, attend or control any training session. OIH does not provide, inspect, hire or recommend any facility, surface or equipment, and is not present at any location where the Participant trains. All training is carried out by the Participant at a place of your choosing, under your supervision or that of another responsible adult.
- Licence.** OIH grants you a personal, non-exclusive, non-transferable and non-sublicensable licence to access and use the Program for the age band and period purchased, for the personal, non-commercial use of the Participant. The Program may not be shared, resold, sublicensed, redistributed, published, copied, reverse engineered or made available to any other person. The Program and all content within it remain the property of OIH.
- Eligibility.** The Program is intended for participants under the age of eighteen and may only be purchased and accepted by a parent or legal guardian. By signing you confirm that you are the Participant's parent or legal guardian, that you are at least eighteen years of age, and that you have authority to enter into this agreement on the Participant's behalf.
- Term and termination.** The Licence runs for the period purchased and ends automatically on expiry. There is no automatic renewal and no recurring charge. OIH may suspend or terminate the Licence without refund if this agreement is breached, including where the Program is shared or redistributed.
- Refunds.** Except where a refund is required by law, fees are not refundable once access has been granted, including for unused periods, change of circumstances or injury.

HEALTH AND MEDICAL

- Not medical advice.** The Program is provided for general reference and information only. It is not medical advice, physiotherapy or a substitute for assessment, diagnosis or treatment by a qualified health professional. OIH is not a medical organisation, makes no diagnosis, provides no treatment, and expresses no opinion on the Participant's fitness to train.
- Medical suitability is your responsibility.** You confirm that the Participant is in good health and physically capable of taking part in a strenuous physical training program. You confirm that you have consulted, or have made an informed decision not to consult, a physician before the Participant begins, and that you will do so before the Participant continues if any injury, illness or medical condition arises.
- Conditions requiring advice first.** You should obtain medical advice before the Participant begins if the Participant has, or has a family history of, heart or blood pressure problems; has experienced chest pain or fainting during or after exertion; has asthma or another respiratory condition; has a bone, joint or back problem that physical activity could worsen; has any ongoing illness or condition; or is recovering from illness, surgery or injury.
- OIH holds no medical information.** OIH does not collect, request, hold or review any medical information about the Participant, and is therefore not in a position to assess their suitability for the Program. That assessment rests entirely with you.

RISK

- Risks you accept.** You understand that physical training carries inherent risks that cannot be eliminated, however carefully a program is designed or followed. These include, without limitation: muscle strains and tears; sprains and ligament damage, including to the knee; tendon injury; fractures; injury from falling, jumping or landing; overuse injury; aggravation of an existing condition; growth-related conditions in developing athletes; heat illness, dehydration, dizziness and fainting; and, in rare cases, serious or catastrophic injury, permanent disability or death. These risks may arise from the Participant's own acts or omissions, from those of others, from the condition

of the training surface or any equipment used, or from causes that are simply unforeseeable.

- 12. Your responsibilities as supervising adult.** You are responsible for supervising the Participant's training, and in particular for: ensuring the training area is clear, level and safe and that any equipment used is sound and appropriate; watching the Participant perform each new movement and checking their technique; ensuring the Participant stops immediately on pain, dizziness, breathlessness beyond normal exertion, or feeling unwell; reading the injury red flags set out in the Application and acting on them; and obtaining medical attention where appropriate.
- 13. Assumption of risk.** Knowing and understanding the risks described above, you voluntarily choose for the Participant to take part and you expressly assume all risk of injury, loss or damage arising from that participation, including any arising from the negligence of OIH.

RELEASE, INDEMNITY AND LIABILITY

- 14. You are giving up legal rights.** The clauses that follow limit your ability to bring a legal claim against OIH. Please read them carefully. Do not sign this agreement if you do not agree to them. If anything is unclear, ask us before signing or obtain independent legal advice.
- 15. Release and waiver of claims.** To the fullest extent permitted by law, you release and forever discharge OIH and its owners, directors, officers, employees, contractors and agents from any and all claims, demands, actions, causes of action, costs and liabilities of any kind, whether known or unknown, arising out of or connected with the Participant's use of the Program, including any such claim arising from the negligence of OIH. You agree not to bring any such claim, and you give this release on your own behalf and on behalf of your heirs, executors, administrators and assigns.
- 16. Indemnity.** To the fullest extent permitted by law, you agree to indemnify and hold harmless OIH against any claim brought by or on behalf of the Participant, or by any third party, arising out of the Participant's use of the Program, together with any reasonable legal costs and expenses incurred in responding to it.
- 17. Limitation of liability.** To the fullest extent permitted by law, OIH is not liable for any indirect, incidental, special or consequential loss, or for loss of opportunity, however arising. Where liability cannot lawfully be excluded, it is limited to the amount paid by you for the Licence.
- 18. No guarantee of outcome.** OIH makes no representation or warranty that the Program will produce any particular improvement in performance, fitness, skill or team selection, or that it will prevent injury. Athletic outcomes depend on many factors outside the control of OIH.

GENERAL

- 19. Privacy.** OIH does not collect any data from your device or from the Application. The Application stores the Participant's training records locally on the device used and transmits no personal information to OIH. OIH does not create accounts for children and holds no training, performance or medical data. The only personal information OIH collects is what you provide on this form, which is held only for the administration of your Licence and as a record of this agreement. OIH does not sell, rent, trade or share personal information. Any progress report you or the Participant choose to share with a coach or other third party is shared at your own initiative. Our Privacy Policy explains this in full.
- 20. Participant acknowledgement.** Before the Program can be started, the Participant must confirm within the Application that they understand training can cause injury, that they must stop and tell an adult if something hurts, and that they should follow the instructions in the Application. The Application will not proceed until this is confirmed. You agree to bring this to the Participant's attention and to satisfy yourself that they understand it.
- 21. Changes to the Program and these terms.** OIH may update the Program and these terms from time to time. Material changes will be notified to the email address you provide. Continued use of the Program after notice constitutes acceptance.
- 22. Consumer rights preserved.** Nothing in this agreement excludes, restricts or modifies any right, warranty, guarantee or remedy available to you under the Consumer Protection Act, 2002 (Ontario) or any other applicable law that cannot lawfully be excluded, restricted or modified.
- 23. Severability, waiver and entire agreement.** If any provision is held invalid or unenforceable it shall be severed and the remainder shall continue in full force. A failure or delay by OIH in exercising any right is not a waiver of it. This agreement constitutes the entire agreement between the parties in respect of its subject matter.
- 24. Governing law.** This agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

Agreement And Signature

Please complete every field. Do not provide medical information: OIH does not collect or hold it, and medical suitability is confirmed by your signature below.

THE PARTICIPANT

PARTICIPANT'S FULL NAME

AGE GROUP / BAND

TEAM OR CLUB (OPTIONAL)

☐ The Participant confirms: "I understand that training can cause injury, that I must stop and tell an adult if something hurts, and that I should follow the instructions in the app."

PARENT OR LEGAL GUARDIAN

FULL NAME (PRINTED)

RELATIONSHIP TO THE PARTICIPANT

TELEPHONE (OPTIONAL)

EMAIL ADDRESS

By signing below I confirm that I have read, understood and agree to this agreement, including clauses 14 to 18.

SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE SIGNED

Return this completed form to info@off-ice-hockey.ca, or sign online at off-ice-hockey.ca/agreement. Keep a copy for your records. How we handle the information on this form is set out in our Privacy Policy at off-ice-hockey.ca/privacy. We do not sell or share personal information. © 2026 Off Ice Hockey. All rights reserved.