



2026 Memorial Cup – Volunteer Terms and Conditions

1. **About These Terms and Conditions.** These Terms and Conditions, and the associated Privacy Policy govern your participation as a volunteer for the 2026 Memorial Cup, including all related events and ancillary celebrations in connection with same (collectively, the “**Memorial Cup**”). The Memorial Cup will be operated and administered by the Canadian Hockey League and its affiliates, including, but not limited to, the Western Hockey League and Kelowna Rockets Hockey Enterprises Ltd., who may also carry on business as the Kelowna Rockets and the Kelowna Memorial Cup 2026 Society (all of whom constitute the “**Committee**”) (referred to collectively as “**we**”, “**our**” and “**us**” in these Terms and Conditions”). Before you agree to participate as a volunteer for the Memorial Cup, you must read and accept all the terms in these Terms and Conditions and the associated Privacy Policy. THESE TERMS AND CONDITIONS CONTAIN IMPORTANT EXCLUSIONS AND LIMITATIONS OF LIABILITY PROVISIONS AS WELL AS IMPORTANT DISPUTE RESOLUTION PROVISIONS WHICH INCLUDE MANDATORY ARBITRATION AND RESTRICTIONS ON CLASS ACTIONS AND OTHER REPRESENTATIVE PROCEEDINGS.
2. **Your Participation Implies Agreement.** IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PARTICIPATE AS A VOLUNTEER FOR THE MEMORIAL CUP. By participating as a volunteer for the Memorial Cup, you agree that these Terms and Conditions and the Privacy Policy will apply and constitute acceptance of same.
3. **Modifications to the Terms and Conditions.** These Terms and Conditions may be revised or updated at any time. Your continued participation as a volunteer for the Memorial Cup after any changes to these Terms and Conditions will mean you accept those changes. The date on which these Terms and Conditions were last amended appears at the top of these Terms and Conditions.
4. **Confidential Information.** You agree that as a volunteer for the Memorial Cup you understand that you will have been or may be made aware of certain confidential or proprietary information (the “**Information**”) relating to the Memorial Cup. You understand and agree that the Information is CONFIDENTIAL and may not be disclosed to any third party. You will use the Information solely for the purposes of carrying out your volunteer duties or unless otherwise directed by us and you will take all practicable precautions to ensure the confidentiality of this Information.
5. **DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY.**
 - a. YOU AGREE TO, BOTH INDIVIDUALLY AND ON BEHALF OF YOUR EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, FAMILY MEMBERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND ANYONE ELSE WHO MIGHT ADVANCE ANY CLAIM ON YOUR BEHALF, WAIVE, RELEASE, AND FOREVER DISCHARGE THE CITY OF KELOWNA, THE COMMITTEE AND COMMITTEE SPONSORS, PRODUCERS, STAFF, ADMINISTRATORS, OFFICIALS, CONTRACTORS, VENDORS, ORGANIZERS, DIRECTORS, ATHLETES, EMPLOYEES, AGENTS, INSURERS AND ANY OTHER INDIVIDUAL OR ENTITY INVOLVED WITH THE MEMORIAL CUP (COLLECTIVELY REFERRED TO AS THE “**RELEASED PARTIES**” AND INDIVIDUALLY A “**RELEASED PARTY**”), FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES (ECONOMIC AND NON-ECONOMIC), AND LIABILITIES OF EVERY KIND WHATSOEVER (COLLECTIVELY, THE “**CLAIMS**”, AND INDIVIDUALLY, A “**CLAIM**”), FOR DEATH, PERSONAL INJURY, OR PROPERTY LOSS OR DAMAGE, WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO YOUR PARTICIPATION AS A VOLUNTEER FOR THE MEMORIAL CUP, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR THEFT, DAMAGE TO ANY PROPERTY OR EQUIPMENT, NEGLIGENCE, PARTIAL OR PERMANENT DISABILITY, CLAIMS RELATING TO THE PROVISION OF FIRST AID, MEDICAL CARE, MEDICAL TREATMENT OR MEDICAL DECISIONS AT THE MEMORIAL CUP OR ELSEWHERE, AND ANY CLAIMS FOR MEDICAL OR HOSPITAL EXPENSES.
 - b. YOU AGREE TO PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, PROCEEDINGS, SUITS, COSTS, LIABILITIES, DAMAGES AND EXPENSES, WHETHER KNOWN OR UNKNOWN (INCLUDING BUT NOT LIMITED TO ALL DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES, AND LOSSES OF ANY KIND AND LAWYER’S FEES) BASED UPON, RESULTING FROM AND/OR RELATING IN ANY WAY TO YOUR PARTICIPATION AS A VOLUNTEER FOR THE MEMORIAL CUP OR YOUR VIOLATION OF THESE



TERMS AND CONDITIONS.

c. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY PERSONAL INJURY (INCLUDING DEATH) OR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER AND HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION AS A VOLUNTEER FOR THE MEMORIAL CUP OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS.

d. IF YOU CHOOSE TO PARTICIPATE AS A VOLUNTEER FOR THE MEMORIAL CUP, YOU DO SO SOLELY AT YOUR OWN RISK. YOU ARE NOT COVERED BY ANY EVENT INSURANCE OR OTHERWISE. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION AS A VOLUNTEER FOR THE MEMORIAL CUP CARRIES CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY HARM OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH YOUR PARTICIPATION AS A VOLUNTEER, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF A RELEASED PARTY OR BY THE ACTION, INACTION OR NEGLIGENCE OF YOURSELF OR OTHERS.

e. YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS ARE REASONABLE IN THE CIRCUMSTANCES.

6. **Disputes Resolution.** THIS PARAGRAPH CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE THE RIGHT TO A COURT HEARING OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. PLEASE REVIEW CAREFULLY. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, including any disputes relating to your participation as a volunteer for the Memorial Cup, whether sounding in contract, tort, statute or otherwise, shall be finally resolved by arbitration administered by the Vancouver International Arbitration Centre pursuant to its Rules. Any claim must be brought in the claimant's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitration shall be conducted by one arbitrator and in accordance with the *Arbitration Act*, SBC 2020, c. 2. The place of the arbitration shall be Kelowna, British Columbia, Canada. The decision of the arbitrator shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of lawyers' fees and associated legal costs to the prevailing party) shall be paid as the arbitrator determines. The decision of the arbitrator may be entered in any court of competent jurisdiction. You agree to submit to the jurisdiction of courts of the Province of British Columbia, for the purposes of any judicial proceedings to obtain injunctive relief and in aid of the arbitration or judicial proceedings to confirm or enforce the arbitral award. Notwithstanding the foregoing, the Released Party or Released Parties, as the case may be, may seek interim or preliminary injunctive relief from the courts of the Province of British Columbia in the event of a breach by you.
7. **Consent to Photographs.** You agree and grant us your consent to use your photograph, likeness and/or voice to appear in any documentary, promotional materials, advertisements, television, radio, film, social media or related coverage of the Memorial Cup without receiving any compensation or further notice, and irrevocably agree to assign all copyright, moral rights or other proprietary interests therein to us.
8. **Personal Information.** You agree that your participation as a volunteer for the Memorial Cup may involve the collection, use and disclosure by us, and by other unknown third parties, of your personal information, including but not limited to your name, address, telephone number, age, birthdate, recorded voice and image, photographs and videotapes of yourself, which may be transmitted or shown on the Internet and by other electronic, digital, or hard copy means.
9. **No Remuneration.** You agree that you are offering your services purely on a voluntary basis and will not receive any remuneration, salary, wage, payment, compensation, or any employee benefits whatsoever for your participation as a volunteer for the Memorial Cup. You further agree that you will not be covered by British Columbia's Workers Compensation Act, RSBC 2019, c. 1 as a volunteer.



10. **Training Sessions.** You agree to participate and attend the training sessions required, work the minimum number of shifts assigned, and wear the official uniforms as required for the Memorial Cup. Information regarding training sessions, minimum number of shifts and official uniforms will be communicated to you by email in Spring 2026.
11. **Notices:** Except as explicitly stated otherwise, legal notices shall be served to you to the email address you provide during the registration process. Notice shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, notice may be provided by mail to the address provided during the registration process. In such case, notice shall be deemed given five days after the date of mailing.
12. **Term and Termination.** These Terms and Conditions will become effective upon your acceptance of these Terms and Conditions and will remain in full force and effect unless and until terminated hereunder. Your participation as a volunteer will be taken as your acceptance of these Terms and Conditions. You acknowledge that we have the right, in our sole discretion, to terminate your participation as a volunteer for any reason including if you do not comply with the provisions of these Terms and Conditions or if you engage in misconduct which, in our sole opinion, adversely affects the interests or integrity of the Memorial Cup, which termination will occur without liability to you or any third party. In the event of any termination of these Terms and Conditions for any reason, the following provisions shall survive: Notices, Dispute Resolution, Applicable Law, and Disclaimers, Indemnification and Limitation of Liability, together with all other provisions which, by their nature, are intended to survive termination.
13. **Governing Law.** These Terms and Conditions shall be interpreted and otherwise governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. If any provision of these Terms and Conditions shall be deemed by an arbitrator or court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. These Terms and Conditions and any associated disputes shall be governed in all respects by the laws of the Province of British Columbia and the applicable federal laws of Canada without regard to any conflicts of law provisions.
14. **General Provisions.** If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and do not limit the scope or extent of such section. The failure to act with respect to a breach by you or others does not waive any right granted to us to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms and Conditions and our failure or choice not to do so in one instance or time does not waive any right to taking action in another instance or at another time.

If you have any questions, comments or concerns about these Terms and Conditions, please contact our Volunteer Committee at volunteers@memorialcup2026.ca.