INFORMED CONSENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under the Age of Majority)

WARNING!

This is a binding legal agreement. **Clarify any questions or concerns before agreeing to the terms of this agreement.**

1. This Agreement must be signed by the Participant and the Participant's parent/guardian prior to participation.

2. As a Participant in the sport of curling and the activities, programs, classes, services and events provided, sponsored or organized by Nackawic Curling Club, including its respective directors, officers, committee members, members, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, owners/operators (collectively, the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs either collectively or independently (collectively the "Activities"), the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the following terms outlined in this agreement.

3. The Parties acknowledge and agree that the Organization is not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by the Parties during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description and Acknowledgement of Risks

4. The Parties understand and acknowledge that:

   a) the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
   b) a pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should the Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant always wear a helmet when participating in the sport of curling; and
   c) the Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.

5. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:

a) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, sprains or factures, spinal cord injuries, head injuries, including but not limited to, closed head injury, blunt head trauma or concussions which may render the Participant permanently paralyzed or brain damaged; serious injury to virtually all ones, joints, ligaments, muscles, tendons and other aspects of the body.
b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, location and an inability to obtain emergency assistance; extreme weather conditions; and travel to and from premises.
c) Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
e) Advice: negligent advice regarding the Activities.
f) Ability: Failing to act safely or within my own ability or within designated areas.
g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
h) Cyber: privacy breaches, hacking, technology malfunction or damage.
i) Conduct: the Participants conduct and conduct of other persons including any physical altercation between participants.
j) Travel: Travel to and from the Activities.
k) Negligence: The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.

Terms

6. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

a) that when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
b) that the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition;
c) to comply with the rules and regulations for participation in the Activities;
d) to comply with the rules of the facility or equipment as well as any directions or instructions from the Organization;
e) that if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
f) the risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way;

g) that it is the Parent/Guardian's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Parent/Guardian acknowledges and accepts the suitability and conditions of the Activity;
h) that the Parent/Guardian is responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment;
i) that the Organization may secure transport to emergency medical services as it deems necessary for the Participant's immediate health and safety, and that the Parent/Guardian shall be financially responsible for such services;
j) that they are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities; and
k) that the Organization is not responsible or liable for any damage to the Participant's vehicle, property or equipment and any costs associated with any related loss that may occur as a result of the Activities.

7. In consideration of the Organization allowing the Participant to participate, the Parties agree:

a) to ASSUME all risks arising out of, associated with or related to participation in the Activities of the Organization;
b) to WAIVE any and all claims that we have now or in the future against the Organization; and
c) to freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities of the Organization; and
   i. to FOREVER INDEMNIFY AND RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Parties may have or may in the future, that might arise out of, result from, or relate to the participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
   ii. the Parties expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect; and
   iii. the Parties acknowledge that they have read this Agreement and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon them, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Parties further acknowledge that by signing this agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

8. Without limiting the generality of the foregoing, the Parties further release any recourse, which the Parties may now have or hearafter resulting from any decision taken by the Organization.

9. The Parties have been given the opportunity to obtain independent legal advice prior to signing this agreement and fully understand its provisions. No person has attempted to influence their signing of this agreement. The Parties have signed this agreement on their own after careful consideration of all the provisions.

Name of Participant: _____ Date: _____

Name of Parent/Guardian: _____ Signature: _____

Telephone: _____ Email: _____