RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be signed by Participants over the Age of Majority)

WARNING!
By agreeing to this document, you will waive certain legal rights. Please read carefully.

This is a binding legal agreement. It is important that you clarify any questions or concerns before signing. This agreement must be signed by you before participation in any Activities. The Activities are defined as and may include but are not limited to spectating, orientation, practice, training, games, competitions, leagues, tournaments, personal or strength training, dry land training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs and the sport of curling either collectively or independently (collectively, the "Activities"). The undersigned acknowledges and agrees to the following terms:

1. Nackawic Curling Club oficers, committee members, members, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by me during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

2. I understand and acknowledge that 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.

3. I understand and acknowledge that a pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should I fall, trip, or stumble onto the ground or ice. It is highly recommended that I wear a helmet at all times when participating in the sport of curling.

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
    a) negligent advice regarding the Activities;
    b) failure to act safely or within my own ability or within designated areas;
    c) my conduct and conduct of other persons including any physical altercation between participants;
    d) executing strenuous and demanding physical techniques in curling;
    e) dryland training including weights, running and massage;
    f) strenuous cardiovascular workouts;
    g) exerting and stretching various muscle groups;
    h) being struck by a broom, brush or curling stone;
    i) the failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
    j) defective, dangerous or unsafe condition of the facilities;

k) physical contact with other participants, spectators, equipment and vehicles;
l) running or sliding on the ice surface;
m) falling while delivering the curling stone, skipping or sweeping;
n) falling because of slippery ice, or uneven or irregular surfaces;
o) spinal cord injuries which may render me permanently paralyzed;
p) stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
q) stepping over dividers that divide one sheet of ice from the next;
r) weather conditions which may result in hypothermia; and
s) travel to and from competitive events and associated non-competitive events, which are an integral part of the Organization's Activities.

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
   a) That I am not relying on any oral or written statements made by the Organization or their agents;
   b) that my physical and mental condition is appropriate to participate in the Activities;
   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 I observe an unusual significant hazard, risk or unsafe condition; or feel unable or unfit to safely continue, I will remove myself from participation and bring such to the attention of the Organization representative immediately;
   f) that the Organization may secure transport to emergency medical services as it deems necessary for my immediate health and safety, and that I am financially responsible for such services;
   g) the risks associated with the Activities are increased when impaired and I will not participate if impaired in any way;
   h) that it is my sole responsibility to assess whether any Activities are too difficult for myself. By commencing the Activity, I acknowledge and accept the suitability and conditions of the Activity;
   i) that I am responsible for choosing the safety or protective equipment and the secure fitting of that equipment;
   j) that I am responsible for any loss of personal property and any costs associated with any related loss;
   k) that the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Activities and I affirm that I have ascertained appropriate insurance to protect myself; and
   l) that the sole responsibility for my safety remains with me.

6. In consideration of the Organization allowing me to participate in the Activities, I agree:
   a) to ASSUME all risks arising out of, associated with or related to my participation in the Activities of the Organization;
   b) to WAIVE any and all claims that I may 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 my 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 I may have or may in the future, that might arise out of, result from, or relate to my 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. I 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. I acknowledge that I have read this Agreement and understand it, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge that by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

7. Without limiting the generality of the foregoing, I further release any recourse, which I may now or hereafter resulting from any decision taken by the Organization.

8. I 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 unduly influence my signing of this agreement. I have signed this agreement on my own after careful consideration of all the provisions.

Print Name: _____ Date of Birth: _____

Signature: _____ Witness: _____

Telephone: _____ Email: _____

Signature Date: _____