



## Release of Liability, Waiver of Claims, and Indemnity Agreement

Adapted from Ontario Artistic Swimming and approved by DLA Piper

**WARNING! Please read carefully**

**By signing this document, you will waive certain legal rights, including the right to sue**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant, or the guardian of a participant who is a minor (the "Participating Minor"), in the sport of artistic swimming and the spectating, orientation, instruction, activities, competitions, programs, and services of British Columbia Artistic Swimming and <<Insert Club Name>> (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this document.

### **Disclaimer**

2. British Columbia Artistic Swimming, Kelowna Dolphins, and their respective Directors, Officers, committee members, members, employees, coaches, trainers, therapists, 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, personal injury, damage, property damage, expense, loss of income, or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including but not limited to, the negligence of the Organization.

**I have read and agree to be bound by paragraphs 1 and 2.**

### **Description and Acknowledgement of Risks**

3. I 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;
  - b. The Organization may offer or promote online programming (such as webinars, remote conferences, workshops and online training), which may require remote or independent training outside of a sport-specific facility owned, leased, operated or otherwise controlled by the Organization ("Remote Training"), and which may have different foreseeable and unforeseeable risks than in-person programming;
  - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the fitness or abilities of any individual participant, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
  - d. The novel coronavirus, SARS-CoV-2, which causes the disease COVID-19 (collectively "COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. The Organization has put in place

preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that any participants will not become infected with COVID-19. Further, participating in the Activities, including any Remote Training, could increase the risk of contracting COVID-19.

4. I am participating, or enrolling the Participating Minor for participation, in the Activities including any Remote Training, voluntarily. In consideration of the Organization allowing this participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities and Remote Training. The risks, dangers, and hazards include, but are not limited to:
- a. Contracting COVID-19 or any other contagious disease or illness;
  - b. Privacy breaches, hacking, technology malfunction or damage;
  - c. Executing strenuous and demanding physical techniques;
  - d. Dryland training including weights, Pilates, running, dance, bands, circus school and massage;
  - e. Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - f. Exerting and stretching various muscle groups;
  - g. Dehydration and exhaustion;
  - h. Physical contact with other participants including spotters whose role is to enhance safety and learning;
  - i. Failure to act safely or within the participant's own ability or designated areas;
  - j. Tripping hazards, loud noises, and colliding with the pool, pool bottom, walls, stands, equipment, or with other participants;
  - k. Entering the water by either diving or jumping;
  - l. Artistic swimming techniques including boosts and lifts;
  - m. Extended time underwater;
  - n. Spending extended times in chlorinated water which may lead to bacterial infections or rashes;
  - o. The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - p. Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the body or to general health and well-being, including permanent or temporary disability, or death;
  - q. Abrasions, sprains, strains, fractures, or dislocations;
  - r. Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma, damage to teeth or dental work, hearing damage or ocular damage
  - s. Spinal cord injuries which may result in permanent paralysis;
  - t. Negligence of other persons, including other spectators, participants, or employees;
  - u. Travel to and from competitive events and associated non-competitive events, which are an integral part of the Activities; and
  - v. Negligence on the part of the Organization, including failure by the Organization to take reasonable steps to safeguard or protect participants from the risks, dangers and hazards associated with participation in the Activities or Remote Training.

I have read and agree to be bound by paragraphs 3 and 4.

## Terms

5. In consideration of the Organization allowing me or the Participating Minor to participate in the Activities, including any Remote Training, I agree:
  - a. That when I, or the Participating Minor, practice(s) or train(s) pursuant to a Remote Training activity, I am responsible for the Remote Training environment, including the surroundings and the location and equipment;
  - b. That my mental and physical condition, or that of the Participating Minor, is appropriate to participate in the Activities, including any Remote Training, and I assume all risks related to my mental and physical condition and that of the Participating Minor under my care;
  - c. To comply with the rules and regulations for participation in the Activities;
  - d. To comply with the rules of the facility or equipment;
  - e. That if I observe an unusual significant hazard or risk, I will remove myself or the Participating Minor from participation and bring my observations to the attention a representative of the Organization immediately;
  - f. The risks associated with the Activities and Remote Training are increased when I am impaired, and I will not participate if impaired in any way;
  - g. That it is my sole responsibility to assess whether any Activities, including Remote Training, are too difficult for me or the Participating Minor under my care. By commencing an Activity, or allowing a Participating Minor to commence an Activity, I acknowledge and accept the suitability and conditions of the Activity;
  - h. That COVID-19 is contagious in nature and I or the Participating Minor may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
  - i. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.

## Release of Liability and Disclaimer

6. In consideration of the Organization allowing me or the Participating Minor to participate, I agree:
  - a. That the sole responsibility for my safety and that of the Participating Minor under my care remains with me;
  - b. To ASSUME all risks arising out of, associated with or related to the participation;
  - c. That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - d. To WAIVE any and all claims that I may have now or in the future against the Organization;
  - e. 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 or that of the Participating Minor in the Activities;
  - f. To FOREVER RELEASE AND INDEMNIFY 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 or the Participating Minor have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, or that of the Participating Minor, including my

decision to allow the Participating Minor to participate 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;

- g. To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to exposure to or infection by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;
- h. That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
- i. That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me or the Participating Minor from the risks, dangers and hazards associated with the Activities; and
- j. This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of British Columbia and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### **Jurisdiction**

- 7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of British Columbia and further agree that the substantive law of the Province of British Columbia will apply without regard to conflict of law rules.

**I have read and agree to be bound by paragraphs 5-7.**

### **Acknowledgement**

- 8. I acknowledge that I have read and understand this agreement, 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 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.

**Participant Name:**

Please PRINT

\_\_\_\_\_

**Parent/Guardian Name:**

if Participant is a minor

\_\_\_\_\_

**Signature:**

(Participant or Parent/Guardian if individual is a minor)

\_\_\_\_\_

**Date:**

(dd/mm/yy)