

Appendix B: BC Artistic Swimming Waivers



Release of Liability, Waiver of Claims, and Indemnity Agreement



WARNING!

Please read carefully as this is a binding legal agreement. Clarify any questions or concerns before signing. By signing this document, you will waive certain legal rights, including the right to sue.

This Agreement must be signed by the Participant and/or the Participant's parent/guardian (if applicable, when the Participant is younger than 19 years old) prior to participation. The Participant acknowledges and agrees to the terms outlined in this Agreement. When applicable, the Participant's parent/guardian acknowledges and agrees to the terms on their own behalf and on behalf of the Participant.

Activities and Disclaimer

1. The Participant is voluntarily participating in the Activities of British Columbia Artistic Swimming and any or all clubs with which the Participant is duly registered. The Activities are defined as and include, but are not limited to, the sport of artistic swimming and the activities, programs, classes, lessons, competitions, practices, training, personal or strength training, dry-land training, training using machines or weights, nutritional and dietary programs, and aerobic and anaerobic conditioning programs provided by, and/or sanctioned or organized by British Columbia Artistic Swimming or its clubs (collectively the "Activities").
2. British Columbia Artistic Swimming, any or all clubs with which the Participant is duly registered, 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. The Participant understands and acknowledges 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 Participant declares themselves to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation. The Participant acknowledges that they have either had a physical examination and have been given a physician's permission to participate or that they have decided to participate without the approval of their physician. The Participant assumes all responsibility for their participation in the Activities and for their utilization of any and all equipment and machinery in connection with the Activities.

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4. The Participant is participating voluntarily in the Activities. In consideration of the Participant's participation, the Participant hereby acknowledges that they are aware of the risks, dangers and hazards associated with or related to the Activities. The Participant understands that the Organization may fail to safeguard or protect the Participant from the risks, dangers and hazards of the Activities, some of which are listed below. The risks, dangers and hazards include, but are not limited to:
- a. Advice: negligent advice regarding the Activities
 - b. Ability: failing to act safely or within one's own ability or within designated areas
 - c. Conduct: the Participant's conduct and conduct of other persons including any physical altercation between participants
 - d. Contact: contact with participants, equipment, or other persons, including spotters whose role is to enhance safety and learning; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury, damage to teeth or dental work, hearing damage or ocular damage
 - e. Data: Privacy breaches, hacking, technology malfunction or damage
 - f. 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 and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof
 - g. Negligence: the Participant's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE ORGANIZATION, which may increase the risk of damage, loss, personal injury or death
 - h. Injuries: injuries such as death, serious neck and spinal cord injuries which may render the Participant permanently paralyzed or brain damaged; serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the body; and concussions or other head injuries, including but not limited to, closed head injury or blunt head trauma
 - i. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects or barriers that are a part of the premises, dangerous, unsafe, or irregular conditions on the water or other surfaces; extreme weather conditions; remoteness of certain locations and an inability to obtain emergency medical assistance; and travel to and from the premises
 - j. Sport: the sport of artistic swimming and its inherent risks, including but not limited to, loud noises, boosts, lifts, diving, jumping, extended time underwater, time in chlorinated water, falling or colliding with the pool, pool bottom, walls, stands, equipment or other participants
 - k. Training: dryland training including weights, Pilates, running, dance, bands, circus school and massage
 - l. Travel: travel to and from the Activities and associated events
 - m. 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 wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability



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

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:
- a) That the Participant is not relying on any oral or written statements made by the Organization or their agents
 - b) That the Participant's mental and physical 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 the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation
 - f) 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 Participant shall be financially responsible for such services
 - g) The risks associated with the Activities are increased when the Participant is impaired and the Participant

will not participate if impaired in any way

- h) That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity
- i) That the Participant is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment
- j) That the Participant is fully responsible for any loss of personal property and any costs associated with any related loss

Release, Waiver and Indemnification

6. The Participant assumes all risks arising out of, associated with or related to, participation in the Activities and waives any and all claims that the Participant may have now or in the future against the Organization. The Participant accepts and fully assumes 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. The Participant forever indemnifies and releases 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 Participant has or may have in the future, that might arise out of, result from, or relate to, participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization. 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.

Acknowledgment

8. The Participant acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They 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.

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)