



## WAIVER AND RELEASE OF LIABILITY

(To be signed by participants of the age of majority and over)

### WARNING

By executing this document, you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement. As a participant in the programs, activities and events of the Kapuskasing Curling Club ("KCC"), the undersigned acknowledges and agrees to the following terms.

#### Disclaimer

- 2- KCC and its directors, officers, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by me during, or as a result of any program, activity or event, 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 of Risks

- 3- I am participating voluntarily in the sport of curling and the activities, events and programs of the Organization. In consideration of my participation in the sport of curling and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of curling and any such programs, activities and events of the Organization including injuries which can be **severe and even fatal**. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Executing strenuous and demanding physical techniques in curling;
- b) Dryland training including weights, running and massage;
- c) Strenuous cardiovascular workouts;
- d) Exerting and stretching various muscle groups;
- e) Being struck by a broom, brush or curling stone;
- f) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- g) Physical contact with other participants, spectators, equipment and vehicles;
- h) Running or sliding on the ice surface;
- i) Falling while delivering the curling stone, skipping or sweeping;
- j) Falling because of slippery ice, or uneven or irregular ice surfaces;
- k) Spinal cord injuries which may render me permanently paralyzed;
- l) Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
- m) Stepping or tripping over dividers that separate one sheet of ice from the next;
- n) Weather conditions which may result in hypothermia;
- o) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

*I have read and agree to be bound by paragraph 3.*

#### Helmet

- 4- I am aware that the Canadian Curling Association recommends that all novice curlers or curlers who are at a high risk of falling wear a CSA-approved helmet designed for ice sports whenever they step onto a curling club's ice surface. I am also aware that the association recommends that these same curlers use double grippers when not delivering a stone.

*I have read and agree to be bound by paragraph 4.*

#### Release of Liability

- 5- In consideration of the Organization allowing me to participate, I agree:
- a) That my physical condition to participate in the sport of curling and the activities, events and programs of the Organization has been verified by a medical doctor;
  - b) To assume all risks arising out of, associated with or related to my participation;
  - c) To waive any and all claims that I may have now or in the future against the Organization;
  - d) 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 sport of curling and the activities, events and programs of the Organization; and
  - e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

*I have read and agree to be bound by paragraph 5.*

#### Acknowledgement

- 6- I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

Printed Name of Participant

Signature of Participant

Date

---

---

---