



WAIVER AND RELEASE OF LIABILITY

(For those 17 years of age and younger)

WARNING

By executing this document, you will assume certain risks and responsibilities. Please read carefully.

1. This is a binding legal agreement. As a participant in the sport of curling and 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 the Participant during, or as a result of the sport of curling, any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the sport of curling and the programs, activities and events of the Organization.

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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 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 and may be exposed to such risks, dangers and hazards 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.

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

Helmet

- 4- As per the Canadian Curling Association's recommendation, I agree that, if I am under the age of 18, I will wear a helmet (or other approved head protection) whenever I step onto the Organization's ice surface. I am also aware that the Association recommends that all novice curlers or curlers who are at a high risk of falling use double grippers when not delivering a stone.

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

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See attached waiver relative to paragraph 4.

Release of Liability

- 5- In consideration of the Organization allowing me to participate in the sport of curling and the programs, activities and events of the Organization, 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 freely accept and fully assume all such risks, dangers and hazards 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;
 - c) 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 sport of curling and the activities, events and programs of the Organization.

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

Acknowledgement

- 6- 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 themselves, their heirs, executors, administrators and representatives.

Printed Name of Participant

Birth date

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date