CURLING CANADA - RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

to be executed by participants over the Age of Majority

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**.
2. As a participant in the sport of curling and the activities, programs, classes, services provided, and events sponsored or organized by:

Curling Canada

Ontario Curling Association

Barrie Curling Club

including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms outlined in this agreement:

Disclaimer

3. **Curling Canada**

Ontario Curling Association

Barrie Curling Club

and their respective Directors, Officers, committee members, members, employees, 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, 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

4. 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. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous.
b) 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.
c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and *COVID-19*
d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and 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 I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.

5. 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:
a) 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, 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.
b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises.
c) 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 use or operate the equipment within my own ability.
d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
e) Advice: negligent advice regarding the Activities.
f) Ability: Failing to act safely or within my own ability or within designated areas.

g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
h) Cyber: privacy breaches, hacking, technology malfunction or damage.
i) Conduct: My conduct and conduct of other persons including any physical altercation between participants.
j) Travel: Travel to and from the Activities. k) Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION, may increase the risk of
damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers, and hazards of soccer programs, some of which are referred to above.

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

Terms

6. In consideration of the Organization allowing me to participate in the Activities, I agree:
a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select.
b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition.
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 from participation and bring my observations to a representative of the Organization immediately.
f) The risks associated with the Activities 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 are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity.
h) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.
i) *Covid-19*: that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death.

Release of Liability and Disclaimer

7. In consideration of the Organization allowing me to participate, I agree:
a) That the sole responsibility for my safety remains with me.
b) To ASSUME all risks arising out of, associated with or related to my 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 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 have or may have 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.
g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected 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 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 Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

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

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

Acknowledgement

9. 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.

_____	_____	_____
Name of Participant (print)	Signature of Participant	Date