

The Blue Mountains Curling Centre

Informed Consent and Assumption of Risk Agreement

(To be used for Participants Under the Age of Majority.)

WARNING!

By signing this document you will waive certain legal rights. Please read carefully.

Name of Participant: _____ Age _____

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of curling and the programs, activities and events of The Blue Mountains Curling Centre, the undersigned, being the Participant and/or the Parent/Guardian of the Participant (collectively the "Parties") acknowledges and agrees to the following terms:

Disclaimer

2. The Blue Mountains Curling Centre and its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility and representatives (collectively the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage, personal injury, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the programs, activities and events of the Organization.

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

Description of Risks

3. The Participant is 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, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the sport of curling and the programs, activities and events of the Organization and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a) Being struck by a broom, brush or curling stone;
 - b) Physical exertion, movements, turns and stops;
 - c) Dry-land training including weights, running and massage;
 - d) Executing strenuous and demanding physical techniques in curling;
 - e) Exerting and stretching various muscle groups;
 - f) Falling because of slippery ice, or uneven or irregular ice surfaces;
 - g) Falling while delivering the curling stone, skipping or sweeping;
 - h) Physical contact with other participants, spectators, equipment and vehicles;
 - i) Running or sliding on the ice surface;
 - j) Spinal cord injuries which may render me permanently paralyzed;
 - k) Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
 - l) Stepping over dividers that divide one sheet of ice from the next;
 - m) Strenuous cardiovascular workouts;
 - n) Failure to participate within one's abilities;
 - o) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment; and/or
 - p) Weather conditions which may result in hypothermia.

4. Furthermore, I am aware that:
 - a) Injuries sustained in curling can be severe;
 - b) The Participant may come into close contact with other participants, including the possibility of accidental contact;
 - c) The Participant may experience anxiety while challenging myself during the activities, events and programs;
 - d) The Participant's risk of injury is reduced if I follow all rules established for participation; and
 - e) The Participant's risk of injury increases as I become fatigued.

Assumption of Risk

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a) That the Participant's physical condition has been verified by a medical doctor to participate in the sport of curling and the activities, events and programs of the Organization;
 - 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 such activities, events and programs of the Organization;
 - c) To forever release and save harmless the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), judgments, executions and costs (including legal fees), which I may have or may in the future, that might arise out of the Participant's participation in the activities, events and programs of the Organization or my travelling to or from, due to the risks and hazards described herein.

We have read and agree to be bound by paragraphs 3 -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

Signature of Participant

Date of Birth
(dd/mm/year)

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date