

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
Northern Ontario Curling Association
Geraldton 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:

3. **Disclaimer**

**Curling Canada
Northern Ontario Curling Association
Geraldton 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 1-3

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 curling programs, some of which are referred to above.

I have read and agree to be bound by paragraphs 4 and 5

