



Sydenham Community Curling Club - Waiver

Release of Liability, Waiver of Claims & Indemnity Agreement

(To be signed by participants of the age of majority and over, or the parent or guardian of a participant that is a minor)

Disclaimer

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a participant, or parent/guardian of a participant in the programs, activities and events of the Sydenham Community Curling Club, the undersigned acknowledges and agrees to the following terms.

2. The Sydenham Community Curling Club and its Directors, Officers, Committee Members, Members, Employees, Coaches, Volunteers, Officials, Participants, Agents, Sponsors, Owners/Operators of the facility, and representatives (the "Organization") are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, any program, activity, or event of the Organization, 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 or providing my approval for my dependent child to participate voluntarily in the sport of curling and the activities, events, and programs of the Organization. In consideration of my participation, or my approval for my dependent child's 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 the programs, activities, and events of the Organization. The risks, dangers and hazards of curling 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. Executing strenuous and demanding physical techniques in curling;
- D. Exerting and stretching various muscle groups;
- E. Falling because of slippery ice, or uneven or irregular ice surfaces;
- F. Falling while delivering the curling stone, skipping, or sweeping;
- G. Physical contact with other participants, spectators, equipment, and vehicles;
- H. Running or sliding on the ice surface;
- I. Spinal cord injuries which may render me permanently paralyzed;
- J. Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
- K. Stepping over dividers that divide one sheet of ice from the next;
- L. Strenuous cardiovascular workouts;
- M. Failure to participate within one's abilities;
- N. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;

4. Furthermore, I am aware:

- A. That injuries sustained in curling can be severe;
- B. That I may come into close contact with other Participants, including the possibility of accidental contact;
- C. That I may experience anxiety while challenging myself during the activities, programs and events;
- D. That my risk of injury is reduced if I follow all rules established for participation; and
- E. That my risk of injury increases as I become fatigued.

Release of Liability

5. In consideration of the Organization allowing me or my dependent child to participate, I agree:
- A. To waive any and all claims that I may have now or in the future against the Organization;
 - B. 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 or my dependent child’s participation in the activities, events and programs of the Organization;
 - C. To assume all risks arising out of, associated with, or related to my participation or my dependent child’s participation;
 - D. To be solely responsible for any injury, loss, or damage that I might, or my dependent child might sustain while participating; and,
 - E. To forever release, discharge, save harmless and indemnify 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), judgements, executions and costs (including legal fees) which I may have or may in the future, that might arise out of my participation or my dependent child’s participation in the activities, events, and programs of the Organization or my traveling to or from, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions, or costs may have been caused by any manner whatsoever, including but not limited, to the negligence, omissions, carelessness, breach of contract, or breach of any duty of care of the Organization.

I have read and agree to be bound by paragraphs 3 -5.

For those Curlers under 26 years of age, we ask that you, or your parent/guardian confirm that you have read through the applicable information for your age regarding Rowan’s Law and Concussion www.sydenhamcurlingclub.com. Please check the box below that represents the Concussion Awareness Resource material you have reviewed:

Ages 10 and Under **Ages 11 to 14** **Ages 15 and Up**

I, _____ confirm that I have received and reviewed the applicable Concussion Awareness
Printed Name

Resources provided by Sydenham Community Curling Club prior to my participation, or my dependent child’s participation in the sport of Curling.

Acknowledgement

6. I acknowledge that I have read this agreement and understand it, 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.

Name of Participant

Signature of Participant (if age of majority or older)

Name of Parent/Guardian

Signature of Parent/Guardian

Date