

Port Moody Curling Club

Adult Release of Liability, Waiver of Claims & Indemnity Agreement



WARNING!

By signing this document you will waive certain legal rights, including the right to sue, please read carefully

This is a binding legal agreement, therefore clarify any questions or concerns before signing. As a participant in the programs, activities and events of the Port Moody Curling Club, the undersigned acknowledges and agrees to the following terms.

Disclaimer

The Port Moody Curling Club and its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (the "Club") 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 Club, caused in any manner whatsoever including, but not limited to, the negligence of the Club.

Description of Risks

I am participating voluntarily in the sport of curling and the activities, events and programs of the Club, in consideration of which 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 Club which include, but are not limited to, injuries from:

- Being struck by a broom, brush or curling stone;
- Physical exertion, movements, turns and stops;
- Dry-land training including weights, running and massage;
- Executing strenuous and demanding physical techniques in curling;
- Exerting and stretching various muscle groups;
- Falling because of slippery ice, or uneven or irregular ice surfaces;
- Falling while delivering the curling stone, skipping or sweeping;
- Physical contact with other participants, spectators, equipment and vehicles;
- Running or sliding on the ice surface;
- Spinal cord injuries which may render me permanently paralyzed;
- Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
- Stepping over dividers that divide one sheet of ice from the next;
- Strenuous cardiovascular workouts;
- Failure to participate within one's abilities;
- Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Travel to and from competitive events and associated non-competitive events which are an integral part of the Club's programs, activities and events; and/or
- Weather conditions which may result in hypothermia.

Furthermore, I am aware that:

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

Release of Liability

In consideration of the Club allowing me to participate, I agree:

- a) That my physical condition has been verified by a medical doctor to participate in the sport of curling and in the activities, events and programs of the Club;
- b) To waive any and all claims that I may have now or in the future against the Club;
- c) 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, events and programs of the Club;
- d) To assume all risks arising out of, associated with or related to my participation;
- e) To be solely responsible for any injury, loss or damage that I might sustain while participating; and,
- f) To forever release, discharge, hold harmless and indemnify the Club 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 my participation in the activities, events and programs of the Club 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 Club.

Acknowledgement

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.

Print Name of Participant:	Signature:	Date:
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