

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

NAME: _____ (“Participant”) NAME OF CLUB: _____

This is a binding legal agreement. As a Participant in the sport of swimming and the programs, activities and events of the club named above (the “club”) and, as the case may be, *Canadian Independent Masters Swimming (CIMS)*, *Masters Swimming Manitoba (MSM)* or *Masters Swimming Ontario (MSO)* (the “Organization”), the undersigned acknowledges and agrees to the following:

Disclaimer

I agree that the club and the Organization, and their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, judges, participants, agents, owners/operators of facilities, and representatives (collectively the “Organization”) are not responsible for any injury, sickness, disease including but not limited to COVID-19, damage or loss of any kind suffered by a Participant during, or as a result of, the sport of swimming or any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Assumption of Risk

I am aware participation in competitive and non-competitive swimming involves many risks, dangers, and hazards, which may not be easily identified. Such risks, dangers, and hazards include, but are not limited to, an injury, Health-related problem or death resulting from:

- Exertion and stretching of various muscle groups or strenuous cardiovascular activity in or out of the water;
- Slips or falls due to uneven, slippery or irregular surfaces, including on the pool deck, in the dressing rooms or other facilities or rooms at an aquatic venue and at any physical facility in and around open water venues;
- Failure to properly use a piece of swimming-related equipment or the mechanical failure of any piece of equipment;
- Concussions or aggravated related symptoms;
- Spinal cord injuries which may result in permanent paralysis;
- Travel only when it is an integral part of the Organization’s Activity;
- Infectious source such as COVID-19, as defined by the relevant municipal, provincial or federal health authorities;
- Extreme weather conditions which may result in heatstroke, sunstroke or lightning strikes: and
- Unforeseen events.

I am aware and acknowledge that:

- an injury or Health-related problem sustained can be severe and even fatal;
- the risk of injury or Health-related problem increases with fatigue and age; and
- the risk if injury or Health-related problem is reduced if the rules established for participation are followed.

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I understand that I am hereby advised and solely responsible to seek medical or other competent healthcare advice with respect to my health and state of physical wellbeing with respect to the risks involved in participating in competitive and non-competitive swimming and the Organization's sanctioned Programs. I confirm that I have not been advised by a medical doctor that my condition prevents me from participating in the Organization's activities.

In the case of an injury or Health-related Problem, I authorize the Organization to obtain reasonably necessary on-site medical assistance, as determined in the absolute discretion of the Organization, for the medical situation, including transportation by ambulance or by other means to a hospital.

I am aware of the risks, hazards, and dangers, associated with participation in competitive and non-competitive swimming programs and Organization sanctioned Programs, and I freely and voluntarily agree to assume any and all such risks.

Release of Liability

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

- a) To assume all risks arising out of, associated with or related to my participation;
- b) To release the Organization from liability for any and all claims, demands, actions and costs that might arise out of my participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of the Organization.

Acknowledgement

I hereby acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives. If this Agreement is signed electronically, I acknowledge and recognize that the electronic signature constitutes my official signature and that I am the person who completed this Agreement.

Name of Participant (Please Print)

Signature of Participant

Date