

BOBCAYGEON CURLING CLUB
VISITING PARTICIPANT ASSUMPTION OF RISK, WAIVER OF CLAIMS AND
RELEASE OF LIABILITY WAIVER

WARNING! Please Read Carefully

This is a binding agreement. Clarify any questions or concerns before signing

This agreement must be signed by the Participant(s).

The Participant acknowledges and agrees to the terms outlined in this document.

ACTIVITIES

1. The Participant is voluntarily participating in the sport of curling and the spectating, orientation, instruction, activities, classes, competitions, programmes and services provided, sponsored or organized by the Ontario Curling Association, CurlOn and the Bobcaygeon Curling Club. The activities may include but are not limited to; games, tournaments, competitions, practices, training, personal strength training, dry land training, training using weights or machines, dietary and nutritional programmes, orientational or instructional sessions or lessons (collectively the “**Activities**”).
2. Bobcaygeon Curling Club, Ontario Curling Council, CurlOn and their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility 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

DESCRIPTION AND ACKNOWLEDGEMENT OF RISKS

1. The participant acknowledges and agrees that;
 - 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.
 - 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 ice. It is highly recommended that I wear a helmet at all times when participating.
 - The Organization has a difficult task to ensure safety and it is not infallible. The Organization may not be aware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions and the equipment being used might malfunction.
2. The Participant acknowledges and agrees that they are participating voluntarily in the Activities and are 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;
 - **Advice:** negligent advice regarding the Activities
 - **Ability:** failing to act safely or within my own ability or within designated areas.
 - **Conduct;** my conduct and conduct of other persons including any physical altercation between participants
 - **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
 - **Cyber:** privacy breaches, hacking, technology malfunction or damage.
 - **Health:** executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, 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.

- **Premises:** defective, dangerous or unsafe conditions of the facility, 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 the premises.
- **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 from the other.
- **Travel:** travel to and from the Activities.
- **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 or guidance to the use of the equipment, failure to use or operate the equipment within my own ability.
- **Negligence:** The participant's 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. The participant understands that the Organization may fail to safeguard or protect me from the risks, dangers or hazards of curling some of which are mentioned above.

TERMS

1. In consideration of the Organization allowing the Participant to participate in the Activities the Participant agrees:
 - That the Participant is not relying on any oral or written statements made by the Organization or their agents, whether in a brochure or advertisement or in individual conversations to agree to participate in the Activities.
 - That when the participant practises or trains in their own space the participant is responsible for their own surroundings and the location of and the equipment that is selected for the Participant.
 - That the Participant's mental and physical condition is appropriate to participate in the Activities and the participant assumes all risks related to the Participant's mental and physical condition.
 - To comply with the rules and regulations for participation in the Activities
 - To comply with the rules of the facility or equipment
 - That if the Participant observes any unusual significant hazard or risk the participant will remove themselves from participation and immediately bring their observations to the attention of a representative of the Organization.
 - The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way.
 - That it is the Participant's sole responsibility to assess whether any Activities are too difficult for the participant. By the Participant commencing an Activity the participant acknowledges and accepts the suitability and conditions of the Activity.
 - That Covid-19 is contagious and the participant may be exposed to or infected by Covid-19 and such exposure may result in personal injury, illness, permanent disability or death. Participants are required to self-screen and isolate if symptoms are present.
 - That the Participant is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment.

DISCLAIMER

1. The Participant assumes all risks arising out of, associated with or related to participation in the Activities and waives any and all claims that the Participant may have now or in the future against the Organization. The Participant accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss including loss of income resulting from participation in the Activities.

2. The participant forever indemnifies and releases the Organization from any and all liability for any and claims, demands, actions, damages, losses, actions, judgements and costs (including legal fees) which the Participant has or may have in the future that might arise out of or relate to participation in the Activities even though such claims may have been caused by any manner, whatsoever, including, but not limited to; the Organization's negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.
3. The Organization is not responsible for or liable for any damages to the Participant's vehicle, property or equipment that may occur as a result of the Activities. This agreement is intended to be as broad and inclusive as is permitted by law of Ontario and if any portion thereof is held invalid the balance shall continue in full legal force and effect. The Participant agrees that the substantive law of Ontario will apply with regard to conflict of law rules.

IMAGE AND USE OF PERSONAL INFORMATION CONSENT

The Participant gives permission to the Organization to photograph and/or record the Participant's image and/or voice and to use this material to promote the Organization, the results of a competition and/or the Organization's Activities through social media, newsletters,, websites, television, film, radio, print and/or displays. The Participant waives any claim to remuneration for the use of audio/visual materials used for these purposes. Furthermore, The Participant gives consent to collect and use personal information about the participant as described in The Ontario Curling Association's policies for privacy.

JURISDICTION

The Parties agree that if the participant files a lawsuit against the Organization the Parties will do so solely in the Province of Ontario and further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law rules.

ACKNOWLEDGEMENT

The participant acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily and that this Agreement is to be binding upon themselves, their heirs, children, parents, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement that they have waived their right to maintain a lawsuit against the Organization based on any claims from which they have released herein.

NAME OF PARTICIPANT	SIGNATURE.	DATE
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