

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(for participants requiring guardian consent or who are aged 17 years old or younger)

WARNING! By signing this document, you will waive certain legal rights, including the right to sue in circumstances outline in this Agreement. Please read carefully.

If from same immediate family, additional participants with the same parent/guardian may be identified and this Agreement acknowledged by the parent/guardian on their behalf:

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a Participant participating in watersport activities, which includes events, tournaments, training, competitions, clinics, camps, clubs, schools, workshops and seminars (collectively the "Activities"), the undersigned, being the Participant(s) and, if applicable, the Parent/Guardian of the Participant(s) (collectively the "Parties") acknowledge and agree to the following terms:

DISCLAIMER

2. Waterski and Wakeboard Canada & SkiAbility Ottawa and its coaches, officials, volunteers, trainers, instructors, agents, and representatives (collectively the "Organization"), as well as its affiliated associations, member clubs and schools (collectively the "Affiliates"), 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 by the risks, dangers and hazards associated with the Activities.

DESCRIPTION OF RISKS

3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The hazards particular to the Activity(ies) in which I am participating;
- b) Executing strenuous and demanding physical techniques;
- c) Water hazards, waves, unstable surfaces and extreme weather conditions;
- d) Extreme speeds and heights relating to towed water sports;
- e) Jumps, water features and obstacles, buoys and other structures that are placed in the water;
- f) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
- g) Exerting and stretching various muscle groups;
- h) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- i) Contact, colliding, falling or being struck by other participants or equipment;
- j) Blunt force trauma serious soft tissue injuries, broken bones, or spinal cord injuries which may render the Participant permanently paralyzed;
- k) Abrasions, entanglements, entrapments, or flying objects and debris; and
- l) Drowning including but not limited to, equipment failure or entanglement, falling out boat/watercraft into the water or being knocked unconscious while participating in a towed water sport.

4. Furthermore, the Parties are aware:

- a) a) That the Participant is expected to wear an approved Personal Flotation Device when on the water;
- b) b) That injuries sustained can be severe;
- c) c) That the Participant may experience anxiety while challenging himself or herself during the activities, events and programs;
- d) That the Participant may come into close contact with other participants;
- e) That the Participant's risk of injury is reduced if the Participant follows all rules established for participation; and That the Participant's risk of injury increases as the Participant becomes fatigued

RELEASE OF LIABILITY

5. In consideration of the Organization and its Affiliates allowing the Participant to participate, the Parties agree:

- a) That the Participant's physical condition has been verified by a medical doctor to participate;
- b) To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Activities;
- c) To forever release the Organization and its Affiliates from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the Activities, or from any breach of contract.
- d) To forever release the Organization and its Affiliates from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the activities, in any way caused by, arising out of, or resulting from any disease or contagion (specifically COVID-19, SARS-CoV-2, Ebola, Avian influenza, and Legionella)

6. The Organization and its Affiliates create promotional media, which includes getting videos, photographs, interviews, images of the program and event participants. The Organization and its Affiliates shares these images and stories with the public to help educate the public and raise awareness of towed watersports and adaptive sport opportunities in Canada. By participating in these events, you are giving permission to the Organization and its Affiliates to include you in promotional media as they see fit. This includes using your picture, video, likeness, words or voice (or those of the person(s) for whom you are signing as parent or guardian).

If you do not wish the Organization and its Affiliates to use your picture, video, words or voice in promotional media, you may opt out by checking and signing the boxes below.

☐ I am the parent or legal guardian of the participant listed on this waiver form. I **authorize** the Organization or its Affiliates to use their picture, words or voice in their promotional media.

Signature of Parent or Guardian

Date

ACKNOWLEDGEMENT

7. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, heirs, executors, their administrators and representatives.

Printed Name of Participant

Date of Birth

Printed Name of Participant

Date of Birth

Printed Name of Participant

Date of Birth

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date