

ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT

WARNING! Please read carefully.

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

This Agreement must be signed by the Participant and the Participant's parent/guardian, when the Participant is younger than 18 years old, prior to participation.

The Participant acknowledges and agrees to the terms outlined in this document. When applicable, the Participant's parent/guardian acknowledges and agrees to the terms on behalf of the Participant and references in this document to the Participant agreeing to or acknowledging a risk or term is understood to be referring to the Participant's parent/guardian agreeing to or acknowledging the risk or term on behalf of the Participant.

ACTIVITIES

1. The Participant is voluntarily participating in the sport of curling and the spectating, orientation, instruction, activities, classes, competitions, programs, and services provided, sponsored or organized by the Ontario Curling Council, CurlION, Northern Ontario Curling Association and Ontario Grand Masters Curling Association. The Activities may include but are not limited to including games, tournaments, competitions, practices, training, personal or strength training, dry land training, training using machines or weights, nutritional and dietary programs, orientational or instructional sessions or lessons, and aerobic and anaerobic conditioning programs (collectively the "**Activities**").
2. Ontario Curling Council, CurlION, Northern Ontario Curling Association and Ontario Grand Masters Curling Association 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 and when the Participant is 18 years old or older, when caused by the negligence of the Organization.

DESCRIPTION AND ACKNOWLEDGEMENT OF RISKS

3. The Participant acknowledges and agrees that:
 - a) 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;
 - b) 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 ground or ice. It is highly recommended that I wear a helmet at all times when participating in the sport of curling; and
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. The Participant acknowledges and agrees that they are participating voluntarily in the Activities and 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:
 - a) Advice: negligent advice regarding the Activities.
 - b) Ability: Failing to act safely or within my own ability or within designated areas.
 - c) Conduct: My conduct and conduct of other persons including any physical altercation between participants.
 - d) 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.
 - e) Cyber: privacy breaches, hacking, technology malfunction or damage.
 - f) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, 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.
 - g) Premises: defective, dangerous or unsafe condition of the facilities; 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 premises.
 - h) 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 of ice from the next.
 - i) Travel: Travel to and from the Activities.

- j) 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, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
- k) Negligence: The Participant's negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION (if the Participant is 18 years old or older), 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 and hazards of curling programs, some of which are referred to above.

TERMS

- 5. In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:
 - a) 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
 - b) That when the Participant practices or trains in their own space, the Participant (or the Participant's parent/guardian, if applicable) is responsible for the Participant's surroundings and the location and equipment that is selected for the Participant
 - c) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Participant (or the Participant's parent/guardian, if applicable) assumes all risks related to the Participant's mental and physical condition
 - d) To comply with the rules and regulations for participation in the Activities
 - e) To comply with the rules of the facility or equipment
 - f) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and immediately bring their observations to a representative of the Organization
 - g) The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way
 - h) That it is the Participant's (or the Participant's parent/guardian, if applicable) sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant (or the Participant's parent/guardian, if applicable) acknowledges and accepts the suitability and conditions of the Activity
 - i) That COVID-19 is contagious in nature 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.
 - j) That the Participant (or the Participant's parent/guardian, if applicable) is responsible for choosing the Participant's safety or protective equipment and the secure fitting of that equipment

DISCLAIMER

- 6. When the Participant is 18 years old or older, 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, when the age of majority or older, 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.
- 7. When the Participant is 18 years old or older, the Participant forever indemnifies and releases the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which the Participant has or may have in the future, that might arise out of, result from, 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.
- 8. For all Participants. The Organization is not responsible or liable for any damage 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 the Ontario and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. The Participant (or the Participant's parent/guardian, if applicable) agrees to file any lawsuit against the Organization in Ontario and further agrees that the substantive law of Ontario will apply with regard to conflict of law rules.

IMAGE AND USE OF PERSONAL INFORMATION CONSENT

- 9. The Parties give 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 and/or the Participant's parent/guardian (when applicable) waives any claim to remuneration for use of audio/visual materials used for these purposes. Furthermore, the Parties give consent to collect and use personal information about the Participant for the purposes described in each Organization's policies relating to privacy.

Jurisdiction

10. 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.

ACKNOWLEDGMENT

11. The Participant (and the Participant's parent/guardian, if applicable) 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, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit against the Organization based on any claims from which they have released herein.
12. When the Participant is younger than 18 years old, the undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have full legal responsibility for the decisions of the Participant.