

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Participant's Name: _____

NORTH BATTLEFORD MOBILE CAMP

Participant's Date of Birth: _____

This is a binding legal agreement.

I confirm, as applicable, that I am the parent/guardian of the Participant having full legal responsibility for decisions regarding the Participant, and that I am executing this agreement on behalf of the Participant. I acknowledge and agree to the following terms:

Disclaimer

1. The Participant and the Guardian each agree that Saskatchewan Artistic Swimming (SAS) and its directors, officers, employees, committee members, members, coaches, volunteers, contractors, chaperones, officials, judges, participants, agents, insurers, owners/operators of facilities, sponsors and representatives (each individually and collectively the "Organization") are not responsible for any injury, personal injury, damage, property loss or damage, expense or loss of any kind suffered by the Participant or the Guardian during or as a result directly or indirectly of any Activities of the Organization caused in any manner whatsoever including without limitation any negligence of the Organization.

2. Description and Acknowledgement of Risks

The Parent/Guardian understand and acknowledge 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;
- b) injuries sustained can be severe;
- c) the Participant may come into close contact with other participants including without limitation the possibility of accidental and unexpected contact and the risk of contracting a communicable illness;
- d) the Participant's risk of injury is reduced if the Participant follows all rules established for participation;
- e) the Participant's risk of injury increases as the Participant becomes fatigued.

3. **The Parent/Guardian REPRESENT, UNDERSTAND AND AGREE**, on behalf of them and their heirs, executors, administrators, assigns, and personal representatives that:

- a) the Participant is registering willingly and participating voluntarily in the Activities;
- b) the Participant and the Parent/Guardian shall be solely responsible for any injury, loss or damage that the Participant or the Parent/Guardian might sustain while participating in or attending the Activities;
- c) the Participant WAIVES any and all claims that the Participant may have now or in the future against the Organization;
- d) the Parent/Guardian WAIVES any and all claims that the Parent/Guardian may have and that the Participant may have now or in the future against the Organization;

- e) the Participant and the Parent/Guardian each FREELY ACCEPT AND FULLY ASSUME all Risks arising directly or indirectly out of, associated with or related to the Participant's or the Parent/Guardian's participation, involvement or attendance at the Activities;
- f) the Participant hereby WAIVES, RELEASES, HOLDS HARMLESS and AGREES TO INDEMNIFY the Organization from liability for any and all claims, demands, losses, damages, expenses, injuries, illness, actions, costs, and legal fees, whether direct, indirect, special or consequential, and of any and all kind or nature whatsoever (collectively the "Losses") that the Participant may incur, or that might arise directly or indirectly out of the Risks or out of the Participant's participation, involvement and attendance at any Activities of the Organization including without limitation Losses that have been caused by negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract, or breach of any statutory or other duty of care of the Organization; and
- g) the Parent/Guardian hereby WAIVES, RELEASES, HOLDS HARMLESS and AGREES TO INDEMNIFY the Organization from liability for any and all claims, demands, losses, damages, expenses, injuries, illness, actions, costs, and legal fees, whether direct, indirect, special or consequential, and of any and all kind or nature whatsoever (collectively the "Losses") that the Participant or the Parent/Guardian may incur, or that might arise directly or indirectly out of the Risks or out of the Participant's or the Parent/Guardian's participation, involvement and attendance at any Activities of the Organization including without limitation Losses that have been caused by negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract, or breach of any statutory or other duty of care of the Organization.

Acknowledgement

The Participant and the Parent/Guardian each acknowledge that this agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Saskatchewan.

The Participant and the Parent/Guardian each consent to the electronic execution and submission of the within agreement to the Organization. This agreement shall be governed by Saskatchewan law and the courts of the Province of Saskatchewan shall have sole and exclusive jurisdiction to resolve any and all disputes arising directly or indirectly out of this agreement or out of the Participant's involvement in the Activities.

Name of Parent/Guardian (print)

Signature of Parent or Guardian

Date