

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(For those participants - athletes or coaches - under 18 years of age and their parent/guardian)

Participant's Name: _____ **Club:** _____

1. This is a binding legal agreement. I understand that I may ask questions and I agree that I shall ask any questions about this agreement in advance of signing. I understand that this document is being signed by both the participant ("Participant") and by the parent/guardian of the Participant. I confirm, as applicable, that I am the parent/guardian of the Participant having full legal responsibility for decisions regarding the Participant (the "Guardian"), and that I am executing this agreement and giving up substantial rights on my own behalf and, in each case, on behalf of the Participant. In consideration of the Participant's participation in the spectating, instruction, programs, activities, training, services, coaching, competitions or events (collectively, the "Activities") of Saskatchewan Artistic Swimming (SAS) or its affiliated artistic swimming clubs ("Clubs"), the Participant and Guardian each acknowledge and agree to the following terms:

Disclaimer

2. The Participant and the Guardian each agree that SAS and its Clubs, and SAS's and the Club's respective 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. The Participant and the Guardian understand that negligence includes any failure on the part of the Organization to take reasonable steps to safeguard and protect from the risks, dangers and hazards, including without limitation the Risks, defined below.

I/we have read paragraphs 1 and 2 (Participant &/or also Parent/Guardian)

Description and Acknowledgement of Risks

3. The Participant and 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) the Organization may offer or promote online programming (such as webinars, remote conferences, workshops, online training and competitions) which have different foreseeable and unforeseeable risks than in-person programming;
 - c) the Organization has a difficult task to ensure safety and it is not infallible;
 - d) injuries sustained can be severe;

- e) 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;
 - f) the Participant's risk of injury is reduced if the Participant follows all rules established for participation; and
 - g) the Participant's risk of injury increases as the Participant becomes fatigued.
4. In addition, the Participant and the Guardian hereby acknowledge that they are each aware of specific risks, hazards and dangers associated with or related to the Activities and that such risks, hazards and dangers include, but are not limited to, injuries or losses from:
- a) contracting a communicable disease including without limitation COVID-19 and COVID-19 related illnesses (collectively "COVID-19");
 - b) executing strenuous and demanding physical techniques including without limitation boosts, lifts and throws;
 - c) vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns and stops;
 - d) exerting and stretching various muscle groups;
 - e) entering the water including without limitation by either diving or jumping;
 - f) spending extended time underwater;
 - g) spending extended times in chlorinated water including without limitation bacterial infections and rashes;
 - h) dry land training including without limitation weights, pilates, yoga, running, dance, bands, and massage;
 - i) virtual training including without limitations weights, pilates, yoga, running, dance, bands, and massage
 - j) slipping, falling or colliding with the pool, pool deck, pool bottom, walls, stands, equipment or with other participants;
 - k) failure to properly use any piece of equipment or from the failure of any piece of equipment;
 - l) contact, colliding, falling or being struck by other participants, spectators, or, equipment,
 - m) serious injury to bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being;
 - n) the Participant experiencing anxiety while performing the Activities;
 - o) abrasions, sprains, strains, fractures, or dislocations;
 - p) spinal cord injuries which may render the Participant permanently paralyzed;
 - q) head and brain injuries including without limitation concussions;
 - r) travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's Activities;
 - s) privacy breaches, hacking, technology malfunction or damage;
 - t) failure of the Participant or others to act safely or to act within the Participant's own ability or designated areas;
 - u) the Organization may be unaware of or misjudge the Participant's fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, or equipment may malfunction;
 - v) negligence, acts or omissions of other persons, including without limitation coaches, lifeguards, spectators, participants, or employees;

- w) negligence on the part of the Organization, including without limitation failure by the Organization to take reasonable steps to safeguard or protect the Participant from any and all risks, hazards and dangers arising directly or indirectly from the Activities; and
- x) any and all other or additional risks, hazards and dangers arising directly or indirectly from the Activities (all collectively the “Risks”)

I/we have read paragraphs 3 and 4 (Participant &/or also Parent/Guardian)

5. COVID-19 The Participant and the Guardian each understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however:

- a) the Organization cannot guarantee that the Participant or the Parent/Guardian will not become infected with COVID-19;
- b) contracting COVID-19 is a Risk of participating in and attending the Activities; and
- c) the Participant or the Guardian may be exposed to, or infected by COVID-19, and such exposure may result in personal injury, illness, permanent disability, or death to the Participant and/or individuals with whom they come into contact.
- d) The Participant and the Guardian each acknowledge, agree, and accept the risks of exposure to and infection by COVID-19 as a result directly or indirectly of their participation, involvement or attendance at the Activities of the Organization.

I/we have read paragraph 5 (Participant &/or also Parent/Guardian)

Terms

6. The Participant and the Parent/Guardian each further agree:

- a) that when the Participant practices or trains in their own space, the Participant and the Parent/Guardian are responsible for the Participant’s surroundings and the location and equipment that is selected for the Participant;
- b) that the Participant’s mental and physical condition is appropriate to participate in the Activities and the Participant and the Parent/Guardian each assume all risks related to the Participant’s mental and physical condition;
- c) to comply with/advise the Participant to comply with the rules and regulations for participation in the Activities and the facility and for equipment use;
- d) that if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately the Parent/Guardian will advise the Participant of the need for the foregoing;
- e) the Participant will not participate if impaired in any way;
- f) that it is the sole responsibility of the Participant to assess whether any Activities are too difficult. By the Participant commencing an Activity, the Participant and the Parent/Guardian acknowledge and accept the suitability and conditions of the Activities; and

g) that the Participant and the Parent/Guardian are responsible for the choice of safety or protective equipment and the secure fitting of that equipment.

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

- a) the Participant's physical condition has been verified by a medical doctor within the past twelve months and that the Participant has not been advised to refrain from participation in the Activities of the Organization;
- b) the Participant is registering willingly and participating voluntarily in the Activities;
- c) 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;
- d) the Participant and the Parent/Guardian are not relying on any oral or written statements made by the Organization or its agents to agree to allow the Participant to participate in the Activities;
- e) the Participant WAIVES any and all claims that the Participant may have now or in the future against the Organization;
- f) 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;
- g) 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;
- h) 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
- i) 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.

I/we have read paragraphs 6 and 7 (Participant &/or also Parent/Guardian)

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. In the event that any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.

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.

The Participant and the Parent/Guardian further acknowledge that **they are each giving up substantial rights on their own behalf and, in the case of the Parent/Guardian on the Parent/Guardian’s own behalf and on behalf of the Participant** and they each have read this agreement, that they each have executed this agreement voluntarily and that this agreement is to be binding upon each of them, and their heirs, executors, administrators, assigns and personal representatives.

** Signature of Participant required if between 13-17 years of age.*

*** Participant’s Parent/Guardian must sign if athlete under the age of 18*



_____	_____	_____
Name of Participant (print)	Signature of Participant	Date of Birth
_____	_____	_____
Name of Parent/Guardian (print)	Signature of Parent or Guardian	Date