

Fort Frances Curling Club

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT – 2019-2020 Season

(To be executed by Participants under the Age of Majority)

WARNING! By executing this document you will assume certain risks and responsibilities. Please read carefully.

- This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the activities, programs, services of the Fort Frances Curling Club collectively or independently and the sport of curling (collectively the “Activities”), the undersigned, being the Participant and the Participant’s Parent/Guardian (collectively the “Parties”), acknowledge and agree to the following terms:

Disclaimer

- The Fort Frances Curling Club and its respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facility, and representatives (collectively the “Organization”) are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities and the risks relating to the Activities.

Description, Acknowledgement of Risks and Helmet Recommendation

- The Parties understand and acknowledge 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.
- The Parties understand and acknowledge that a pertinent risk within the sport of curling is the risk of suffering serious head injury should a Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant wear a helmet at all times when participating in the sport of curling.
- The Participant is participating voluntarily in the Activities. In consideration of the Participant’s participation, the Parties hereby acknowledge that they 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, injuries from:
 - Executing strenuous and demanding physical techniques in curling;
 - Dryland training including weights, running and massage;
 - Strenuous cardiovascular workouts;
 - Exerting and stretching various muscle groups;
 - Being struck by a broom, brush or curling stone;
 - The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - Physical contact with other participants, spectators, equipment and vehicles;
 - Running or sliding on the ice surface;

- Falling while delivering the curling stone, skipping or sweeping;
- Falling because of slippery ice, or uneven or irregular surfaces;
- Spinal cord injuries which may render me permanently paralyzed;
- Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
- Stepping over dividers that divide one sheet of ice from the next;
- Weather conditions which may result in hypothermia;
- Travel to and from competitive events and associated non-competitive events, which are an integral part of the organization's activities.

Terms

- In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - That the Participant's physical condition is appropriate to participate in the Activities;
 - To comply with the rules and regulations for participation in the Activities.
 - That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately.
 - That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant in the Activities and the Parties affirm they have ascertained appropriate insurance to protect the Participant.

Release of Liability

- In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree 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 Participant's participation in the Activities and travel to and from the Activities.
- I consent to the Fort Frances Curling Club and their agent or appointees; photographing, videotaping, filming; and/or recording my voice; and further exhibiting, publishing and broadcasting my name or photograph, video tapes, films, or any other likeness of me or any sound recordings of my voice in any promotion, reports or advertising about or in connection with the Fort Frances Curling Club. I hereby waive the right to any payments or royalties in connection with the actions described above.

General

- The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

- 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, their heirs, next of kin, assigns, executors, administrators, and representatives.

Name of Participant

Date

Signature of Parent/Guardian

Witness