

BRANT CURLING CLUB ~ RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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

WARNING! By signing this document you will waive certain legal rights. Please read carefully.**18+**

NAME: _____

1. This is a binding, legal agreement; therefore, clarify any questions or concerns before signing. As a participant in the activities, programs, services of the Brant Curling Club collectively or independently and the sport of curling (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms:

DISCLAIMER

2. The Brant Curling Club, their 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 me during, or as a result of, the Activities, caused in an manner whatsoever including, but not limited to, the negligence of the Organization.

☐ My initials indicate that I have read and agree to be bound by items 1 and 2**DESCRIPTION, ACKNOWLEDGEMENT OF RISKS AND HELMET RECOMMENDATION**

3. I 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.

4. I understand and acknowledge that 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.

5. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am 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:

- a) Falling because of slippery ice, tripping over hacks or curling stones or uneven or irregular surfaces;
- b) Stepping onto the ice surface from the walkway or onto the walkway from the ice surface;
- c) Running or sliding on the ice surface; walking backwards on the ice surface;
- d) Falling while delivering the curling stones, falling while sweeping, or falling while skipping;
- e) Strenuous cardiovascular workouts; exerting and stretching various muscle groups;
- f) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- g) Being struck by a broom, brush or curling stone; physical contact with other participants, spectators and equipment;
- h) Executing strenuous and demanding physical techniques in curling;

Emergency Contact: _____

Emergency Cell #: _____

☐ My initials indicate that I have read and agree to be bound by items 3, 4 and 5**TERMS**

6. In consideration of the Organization allowing me to participate in the Activities, I agree:

- a) That my physical condition is appropriate to participate in the Activities;
- b) To comply with the instructions, rules and regulations for participation in the Activities;
- c) That if I observe a significant hazard or risk, I will remove myself from participation and bring such to the attention of an Organization representative immediately.
- d) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for me in the Activities and I affirm that I have ascertained appropriate insurance to protect myself.

☐ My initials indicate that I have read and agree to be bound by item 6**RELEASE OF LIABILITY**

7. In consideration of the Organization allowing me to participate in the Activities, I agree

- a) The sole responsibility for my safety remains with me;
- b) To ASSUME all risks arising out of, associated with or related to my participation;
- c) To WAIVE any and all claims that I may have now or in the future against the Organization;
- d) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization

8. To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgements, and costs (including legal fees) (collectively, the "Claims") which I may have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

GENERAL

9. I 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.

☐ My initials indicate that I have read and agree to be bound by items 7, 8 and 9**ACKNOWLEDGEMENT**

10. I acknowledge that I have read this Agreement and understand it, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Printed Name of Participant

Signature of Participant

Date

If you wish to receive information about our leagues and programs, please add your email address: